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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

Current Topics.

THERE IS, of course, no information as yet whether the strange proposal of the Land Registry, on which we commented *ante*, p. 104—that a purchaser registered with a possessory title, who enters into possession of the property purchased, shall after two years acquire an absolute title guaranteed by the State—will be adopted by the Lord Chancellor. But we have a strong impression that some modification of the scheme will appear among the measures to be brought forward by the Government during the ensuing session, and it is to be hoped that the Council of the Incorporated Law Society are prepared with the necessary organization for resisting a proposal likely to work the grossest injustice to landowners, and which is avowedly brought forward for the purpose of bolstering up a system of land transfer which has hitherto admittedly proved a failure. There will be a heavy responsibility on the Council if they should fail to use their utmost efforts to defeat such a scheme.

THE DINNER in honour of Sir JOHN HOLLAMS, which is to take place on the 6th of March in the Inner Temple Hall, is, as the *Times* has truly said, "an unprecedented compliment." The committee in charge of the arrangements includes Lord JAMES, as chairman, Lord DAVEY, the Lord Chief Justice, three members of the Court of Appeal, two judges of the High Court, the Attorney-General, and several eminent members of the common law bar; and it is anticipated that the Lord Chancellor will preside at the dinner. On the announcement of the knighthood which was conferred on Sir JOHN HOLLAMS, we drew attention to the unique position he occupied in being as much respected by the bench and the bar as by his brother solicitors, and the proposed dinner is a striking testimony of this. Its object is stated to be to shew the sense of the numerous members of the bench and bar who have been associated with him of the manner in which he has maintained the honour of the legal profession during a career which has extended over more than fifty years; but we have little doubt that his valuable services on Commissions relative to legal matters will not be lost sight of.

THE MOTION, which was carried at the meeting of the Incorporated Law Society on Friday last, authorizing the Council to apply for a supplemental charter altering the name of the society to "The Law Society," and allowing the election as extraordinary members of the Council of members of provincial law societies, instead of presidents of such societies, and other changes in respect of such election, was so obviously desirable that we are at a loss to understand the opposition which was made to it by a small section of members. The official title of the society now consists of twenty-three words, and its ordinary title of "The Incorporated Law Society (U.K.)" is also cumbrous and inaccurate, while the new title expresses shortly and conveniently the position of the paramount law society. As regards the present system of electing extraordinary members of the Council, a glance at the yearly records of attendances will shew how little benefit comparatively that body receives from the attendance of these gentlemen. It will be much better, as proposed, to enable the country law societies to select such members as they think will be most likely to find time to attend the Council meetings; to group societies for the purpose of such representatives, and to extend the term of service of extraordinary members to three years.

CONSIDERABLE RELIEF was apparently felt all over the country when it became generally known that the Attorney-General had entered a *nolle prosequi* in the case of *Rex* v. *Gardiner*. This stay of the proceedings on an indictment can only be entered by, or by leave of, the Attorney-General; and leave will always be given on proof that the ends of justice demand it. It is probably most often used when the indictment has been found against several defendants, and the Crown desires to have one discharged in order to call him as a witness. A *nolle prosequi* is then entered as to that one defendant, who becomes what is called King's Evidence. It is also used occasionally when an indictment for misdemeanor is found against a person, and the prosecutor has also brought an action against him for the same cause. In such a case the Attorney-General has used his discretion to oblige the prosecutor to elect which remedy he will pursue, or else has ordered a *nolle prosequi* to be entered to the indictment. The effect of the *nolle prosequi* is by no means the same as an acquittal on merits. It is not uncommon for a prisoner to be arraigned, and for the Crown to offer no evidence. Then the jury must formally give a verdict of acquittal, and the prosecution can never be revived. But if a *nolle prosequi* be entered, the person indicted always remains liable to be re-indicted for the same cause. This was considered in the reign of Queen ANNE in the case of *Goddard* v. *Smith* (6 Mod. 262), in which HOLT, C.J., said that "he who gets off on a *nolle prosequi* does not at all get off on the merits of the cause," and that it "only puts the defendant *sine die*." Also that a new indictment may be brought, "otherwise a *nolle prosequi* would be equivalent to a pardon, which it certainly is not." The learned Chief Justice was also of opinion that new process might issue on the same indictment, but this has been doubted, and there seems to be no precedent for such a proceeding. It has happened, however, that, after entering a *nolle prosequi* to an indictment, the Attorney-General has filed an *ex officio* information for the same offence; and there seems to be no doubt that a fresh indictment may be brought. There would, however, have to be very strong reasons for this course. Nothing short of the discovery of new and overwhelming evidence would justify such a step. It is not likely, therefore, that the courts will hear much more of the recent case which created so much interest.

IN THE case of *Re Ryland* (reported elsewhere, also W. N., 1903, p. 13) BYRNE, J., appears to have decided that leasehold property was "land" within the definition given in section 3 of the Charitable Uses Act, 1891. The word "land" was defined by the Charitable Uses Act, 1888, s. 10, as including "tenements and hereditaments, corporeal or incorporeal, of whatsoever tenure, and *any estate and interest in land*." This definition, of course, embraced not merely real estate, but chattels real and impure personalty, such as mortgage debts secured on land, the proceeds of sale of realty, and even, it would seem, Metropolitan Consolidated Stock: see *Re Crossley* (1897, 1 Ch. 928). But by section 3 of the Charitable Uses Act, 1891, the definition of "land" in the Act of 1888 was repealed, and the meaning of land for the purposes of both Acts must now be confined to "tenements and hereditaments, corporeal or incorporeal, of any tenure," and does not extend to "money secured on land or other personal estate arising from or connected with land." The Act of 1891 applies to the will of any testator who died after the 5th of August, 1891: see section 9 of the Act; *Re Bridge* (1894, 1 Ch. 297). This repeal, of course, greatly restricts the application of the Charitable Uses Acts, and it has been recently decided that where land is devised on trust for sale, and the proceeds of sale are given to a charity, such proceeds of sale do not fall within the operation of the Charitable Uses Acts: *Re Wilkinson* (1902, 1 Ch. 841), *Re Sidebottom* (1902, 2 Ch. 389). Strictly interpreted, it is submitted that the definition of "land" introduced by the Act of 1891 does not include leaseholds. The old Charitable Uses Act of 1736 (9 Geo. 2, c. 36) applied not only to real estate, but also (to quote the language of Lord ELDON) to "personal estate *connected with land*, as leaseholds and mortgages": *Paice* v. *Archbishop of Canterbury* (14 Ves., p. 368). As early as 1752, it was decided by Lord HARDWICKE that leaseholds were within the statute of Geo. 2, but this decision was based on the words "any estate or interest whatsoever" which occur in section 1 of that statute. It is difficult to see how the present definition of "land" can include leasehold interests in land. The word "tenure" signified the relation of tenant to lord, and although the expression "leasehold tenure" is sometimes used, it is conceived to be inaccurate, since chattel interests in land never acquired any definite place in the feudal system. The definition of "land" in the Charitable Uses Act, 1891, is practically the same as in the Conveyancing Act, 1881, and in the Interpretation Act, 1889. It, therefore, seems to be a point of considerable importance to determine whether the expression "hereditaments of any tenure" does include leasehold property, and it is to be hoped that the case of *Re Ryland* will be more fully reported.

AN IMPORTANT question of costs came before the Court of Appeal, presided over by the Lord Chancellor, this week in the case of *Granville* v. *Firth*. The action was for money alleged to be due on certain betting transactions, and the defence set up was a plea of the Gaming Act, 1892. When the case came on before RIDLEY, J., and a jury, the judge asked counsel for the plaintiff, at the end of his opening, how he could get over the plea, and counsel admitted he could not do so. Whereupon the learned judge directed the jury to find a verdict for the defendant, and gave judgment for the defendant, but refused to give him his costs. Now ord. 65, r. 1, provides that where any action is tried with a jury, the costs shall follow the event, unless the judge by whom such action is tried "shall for good cause otherwise order." The defendant in this case appealed on the ground that there was no "good cause" within this rule for depriving him of his costs. It seems quite clear since *Huxley* v. *West London Railway Co.* (14 A. C. 26) that there is always an appeal on the question whether the cause, for which a successful party in a jury action is deprived of his costs, is a "good cause" or not. The question of fact whether the cause exists is entirely for the judge; and if the cause is a good cause, the judge's discretion over the costs is absolute, and the Court of Appeal will not interfere. It has generally been a successful plaintiff who has been deprived of his costs, but no doubt, *mutatis mutandis*, the same principles apply with regard to successful defendants. In the case mentioned in the House of Lords, Lord WATSON said that the words "good cause" embrace "everything for which the party is responsible, connected with the institution or conduct of the suit, and calculated to occasion unnecessary litigation and expense. So long as the judge or court deal with considerations of that kind, the sufficiency or insufficiency of these considerations, as affording a reason for disallowing costs, are matters of which they are constituted sole arbiters; they are acting within their jurisdiction, and their decisions are final and conclusive. On the other hand, if they give effect to considerations which do not constitute "good cause" within the meaning of the rule, they exceed the limits of

their jurisdiction, and on that ground their decisions are not protected from review." Now the defence under the Gaming Act is a defence by statute; and it does seem a most extraordinary thing to deprive a party of his costs because he avails himself of a statute made expressly for the purpose of protecting persons in his position. He has an absolute right to set up the defence, and certainly his doing so is not conduct calculated to occasion unnecessary litigation or expense. If a plaintiff in face of such a defence chooses to go to trial, it is he, and not the defendant, who is causing unnecessary expense. He is deliberately putting the defendant to the expense of the trial when he knows the plea must be fatal to his claim. Under such circumstances, it is hardly surprising that the Court of Appeal allowed the appeal in the recent case. It may not be strictly honourable to set up the Gaming Act, according to popular ideas, but it is certainly legal; and where it has not been pleaded when it ought to have been, some judges have strongly protested against the courts being used to settle betting disputes.

A CURIOUS point relating to the exercise by a mortgagee of his power of sale has been decided by the Court of Appeal, reversing FARWELL, J., in *Walsh* v. *Derrick* (*Times*, 2nd inst.). A mortgage, dated the 1st of February, 1899, and made between the plaintiff and the defendant, recited that the defendant had agreed to lend to the plaintiff the sum of £100 "together with £50 for interest," the whole to be repaid by twenty half-yearly instalments of £7 10s. each. The plaintiff then covenanted for repayment on the 1st of August, 1899, of the sum of £150 by the half-yearly instalments, and as security for the loan, he assigned to the defendant two leasehold houses. A half-yearly instalment was in arrear for over two months, and the defendant claimed that he was entitled to exercise the power of sale conferred by section 20 of the Conveyancing Act, 1881, upon the ground that "interest" on the mortgage had been in arrear for two months. The plaintiff applied for an injunction to restrain the sale, and it became necessary to determine whether, under the very unusual terms of the mortgage, there was any interest really in arrear. FARWELL, J., held that there was not, and he granted an interim injunction. Of course the lumping of principal with interest is no novelty, and when interest at a specified rate for a given period is added to the principal, and the whole sum is made payable by instalments, there is no difficulty in regarding each instalment as consisting in part of interest. Such a procedure is common in building society mortgages, and if any of the instalments under such a mortgage were in arrear, interest would be in arrear also. But it is by no means clear that the same construction should be applied to a transaction under which a lump sum is added to the principal without any regard to the rate per cent. at which it is calculated. The Court of Appeal laid stress upon the words "for interest" which occurred in the mortgage, but these seem to be quite capable of bearing the meaning put upon them by the plaintiff's counsel—namely, "instead of interest." It is not uncommon for a loan to be made in consideration of a payment of a commission, without any interest being payable at all, and the present transaction seems to have been rather of this nature than a loan of money at interest. Interest is a price for the loan of money which accrues *per diem* at a given rate, and this is probably the interest referred to in the Conveyancing Act. The fact that the parties speak of a lump sum, which is really a bonus or a commission, as "interest," does not seem to alter its real nature so as to give rise to a statutory power which applies to interest proper. The case, however, is too singular for the decision to be of much practical importance.

VERY FEW cases are to be found in the English Reports in which the action is founded upon slander of goods. There are, of course, the cases where an attack upon a thing is also an indirect attack upon the owners of the thing or of others immediately connected with it. But if the words do not touch the personal character or professional conduct of such persons, they cannot be said to be defamatory of them. A familiar instance of words which may be held to be defamatory of the plaintiff is where they impute that the goods which he sells or manufactures are adulterated to his knowledge, for this is a distinct charge against him of fraud and dishonesty in his trade. It was further intimated in *White* v. *Mellin* (1895, A. C. 154) that an action might be brought for statements disparaging a trader's goods upon proof that they were untrue and that they had occasioned special damage to the plaintiff. But a singular action, just commenced in the French courts, assumes that the French law relating to slander of goods extends much further than that which prevails in this country. It appears that within the last month placards have been posted on the walls in Paris purporting to be issued by the authority of the "Committee of the Society for Public Relief" (the leading charitable association in France). These placards are headed "Alcoholism—Its Dangers," and contain attacks, founded upon statistics, upon the sale and consumption of alcohol. The placards are signed by certain functionaries of the society, including the Prefect of the Department of the Seine. An action has now been commenced by the Guild of Dealers in Wines and Liqueurs against the authors of the placards, claiming damages on the ground that the words posted on the walls are, not merely a protest against intemperance, but a violent attack upon the use in any quantity of any sort of intoxicating beverage. We shall await the result of this action with some interest. Attacks in this country have appeared in print against the use of tobacco in any form, but we should be rather surprised if English tobacconists even inquired whether the law gave them a remedy against the authors of these attacks.

AN INTERESTING case of a sale being set aside on the ground of mistake after completion has occurred in *Scott* v. *Coulson* (reported elsewhere) before KEKEWICH, J. In March, 1902, the plaintiffs by an agreement in writing agreed to sell to the defendants for £460 a policy of assurance on the life of A. The sale was completed by an assignment executed in April, 1902. At the date of the contract, it was believed by both parties that A. was alive. In fact, however, he had died in 1899, and KEKEWICH, J., found upon the evidence, which was conflicting, that in the interval between the date of the contract and the assignment one of the purchasers had received information of the death. But since the rights of the parties were determined at the date of the contract, this circumstance was immaterial. If the purchasers were entitled to the policy-moneys under the contract, their rights were not affected by what happened after that date. But it does not follow that the mistake of both parties at the time when the contract was entered into was immaterial. They were contracting upon the supposition that A. was then alive, and the purchase-money was fixed upon this basis at a sum a little above the surrender value. Owing to his death, the policy-moneys, amounting to £777, had become payable and the subject-matter of the sale was therefore essentially different from what the parties supposed it to be. Under these circumstances KEKEWICH, J., held that the contract was not binding, and that it could be set aside even after completion, provided application for that purpose was promptly made. This condition being fulfilled, he granted to the plaintiffs the relief for which they asked.

THE CASE of *M'Eachen* v. *Ballyeo Mineral Water Co.*, which recently came before a King's Bench Divisional Court (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.), well exemplifies the difficulty of rightly apportioning costs in an action remitted to the county court, where part of the sum claimed by the plaintiff is recovered in the High Court, while, in the county court, judgment is subsequently given for the balance of the plaintiff's claim, and on the counterclaim damages are likewise awarded to the defendant. It was held in the recent case that, under such circumstances, the county court judge should make a special order as to costs (which he is empowered to do under section 113 of the County Courts Act, 1888), as, without such an order, grave injustice is often occasioned, it being almost impossible, owing to the unsatisfactory state of the decisions on the subject, to determine how the costs are to be apportioned. The deputy county court judge, in the case under consideration, gave the plaintiff, w h had recovered £50 in the High Court,

and £20 12s. 6d. in the county court, the general costs of the action, up to the remitting order, and adjudged to the defendant, who had obtained on his counterclaim, for unliquidated damages, £30, the balance of such general costs after that date. This order was approved of and upheld by the Divisional Court.

ACTIONS by shareholders for misrepresentation in the prospectuses issued by the directors or promoters of companies continue to be brought, and a fair share of the time of the courts is consumed in the hearing of such cases. But it seems to us that the parties in these actions resort to the Chancery Division with increasing frequency. We are all familiar with the proposition that where a direct charge of fraud is made against a defendant he has a right to have the question tried by a jury. The promoters of a company may sometimes be disposed to waive this right, thinking that jurymen may not be wholly free from prejudice against those who are concerned in the formation of companies. But this prejudice, if it exists, would not be a reason why those who commence the action should avoid a trial at *Nisi Prius*. We believe that the real reason is to be found, first, in the state of the Chancery lists, which ensures a speedy trial; secondly, in the fact that the Chancery judges are gaining favour with all sorts and conditions of suitors for the care and patience which they bestow upon the investigation of cases which cannot always be easily understood by a jury; and thirdly, in the fact that the Chancery judges have a special knowledge of the law and practice of companies.

THE RULE of law that a house or estate agent employed by the vendor of property forfeits his commission if it can be shewn that he has received anything in the nature of commission from the purchaser was illustrated in a case tried before WILLS, J., a few days ago. The plaintiff brought his action against the defendant (the vendor) for the amount of the commission which had been agreed upon, and it was proved that the property had been sold for a price within the limits fixed by the vendor. But upon proof that the plaintiff had received from the purchaser a sum of money, described as "special commission," the learned judge held that the plaintiff must be taken to have acted for both parties, and that he was consequently not entitled to recover.

Leasehold Renewal or Sinking Fund Policies.

WHERE leasehold or other property of a wasting nature is mortgaged or settled difficulties occur. In the former case the mortgagee has to remember that his security may, by lapse of time, become insufficient, and in the latter case the property may be exhausted, or become practically worthless, by the time of the death of the tenant for life. Again, the owner of large leasehold property may become liable to a considerable sum for dilapidations at the end of the term, a time when, owing to his loss of income by the expiration of the lease, he falls into comparative poverty. One method of guarding against this inconvenience is by setting aside part of the income of the mortgaged or settled property and investing it annually. It must, however, be remembered that, even if the investment is made pursuant to a contract, there is often a little delay and consequent loss of interest in making the investment. It must also be remembered that, in some cases, where the property is settled, difficulties may arise under the Thellusson Act or as to perpetuities.

A sinking fund policy, or, as it is sometimes called, a leasehold renewal policy, is a policy by which, in consideration of an annual or other premium, a certain sum is assured to be payable at a fixed future day. It will be observed that such a policy resembles a policy on life, inasmuch as a principal sum is assured by either policy in return for annual payments; it differs from a life policy as it is not made subject to conditions, the day on which the moneys assured are payable is fixed, and, so far as we are aware, no office has hitherto allowed the holder of a sinking fund policy to share in profits. Occasionally a sinking fund policy is granted in respect of a sum being paid down, but we cannot say to what extent this has become the practice. Where a mortgage of leaseholds is to be supported by a sinking fund policy, the sum assured will, according to the usual practice with respect to mortgages of policies, exceed the principal money secured by the mortgage, the intention being that, if the mortgagee should have to resort to the policy, there should be a margin to provide for current interest and costs.

Where leaseholds are settled together with a sinking fund policy, and the settlement contains a direction that the premiums on the policy are to be paid out of the income of the settled funds, no question as to perpetuity can arise if the settlement of the leaseholds does not offend against the rule, for it will be observed that, if the trusts of the leaseholds are valid, some person must during the period allowed by law come into existence who has absolute control over the settled property, and who can therefore put an end to the trust: see per TURNER, L.J., *Miller* v. *Stanley* (2 D. J. & S., at p. 192).

The question whether the settlement of the sinking fund policy is obnoxious to the Thellusson Act is one of greater difficulty. It will be convenient to consider what is the nature of the contract between the person effecting the insurance and the office granting the policy. It appears to be merely a contract that the office shall pay a fixed sum at a future time if, and only if, the person taking out the policy makes certain payments. The Thellusson Act provides that no person shall settle or dispose of his real or personal estate so and in such manner that the rents, profits, and income shall be accumulated beyond the prescribed periods. It would be a straining of the language of the Act to say that it prohibits the purchase of a sum of money payable in future in consideration of annual payments, even if they are directed to be made out of income. This view was adopted, for the reason above given, by TURNER, L.J., in *Bassil* v. *Lister* (6 Hare 177), where he decided that a direction in a will to apply a sufficient part of the testator's property in keeping up certain policies which he had effected on the lives of his children in their names, and which, in case of their marriage, he had directed to be settled on their wives and children, was not a trust for accumulation within the meaning of the statute, and was therefore valid beyond the period of twenty-one years from his death. This decision was followed by CHITTY, J., in *Re Vaughan* (1883, W. N., p. 89). The decision in *Bassil* v. *Lister* is discussed and disapproved of by the learned editor of Jarman on Wills (see p. 286), but, notwithstanding the remarks of the editor, the decision is, it is submitted, settled law, and is an authority that a direction to apply the income of settled property in payment of the premiums of a sinking fund policy is not invalidated by the Thellusson Act.

Although the principal use of sinking fund policies is where leaseholds are mortgaged or settled, other cases occur where a sinking fund policy may be of use—as, for example, where trustees invest in stocks or shares which are purchased at a premium, and which are liable to be paid off at a fixed time at par. The difficulty in this case is that, so far as we are aware, no office issues a sinking fund policy for less than £100, a sum which will generally exceed the excess of the price above the par value. Possibly, when the employment of policies of this nature becomes more common, policies for a smaller amount will be issued.

The following suggestions as to the alterations in the ordinary forms and precedents where sinking fund policies are mortgaged or settled, together with other property, may be of use to the practitioner. We shall assume in each case that the policy is intended to provide against the loss occasioned by the expiration of a lease by lapse of time.

A mortgage of leaseholds, together with a sinking fund policy, will be in the form of a mortgage of the leaseholds alone, except that a recital that the mortgagor is entitled "to the policy hereby mortgaged," and a second witnessing clause assigning the policy subject to the proviso for redemption will be inserted. If the leaseholds are mortgaged by assignment, the proviso for redemption will require no alteration if it is in the usual form. If the leaseholds are mortgaged on demise, say, in the proviso for redemption, "surrender the premises hereinbefore demised, and reassign the premises hereinbefore assigned."

The mortgage will contain a covenant by the mortgagor with the mortgagee to keep up the policy in the form following:

> "That the said policy of assurance hereby mortgaged shall not become void or voidable, and that if the said policy has or shall become void or voidable, the mortgagor will at his own costs do all things necessary for restoring or keeping on foot the same, and that if the said policy, or any policy or policies to be effected as hereinafter is mentioned, has or shall become void, it shall be lawful for the mortgagee or his assigns to effect a new policy in his or their name or names in such sum or sums as would have been payable under the original policy at maturity if the same had not become void."

The rest of the covenant will be in the same form as a covenant to keep up a life policy: see the form at 2 K. & E., p. 42, beginning with the words "And that every such substituted policy," on p. 44, or the form at Wolstenholme & Capron Conv. Act, at p. 68, beginning with the words "that the mortgagor will, during the continuance of the present security, pay &c."

Where in a settlement power is given to trustees to purchase leaseholds, it is commonly directed that leaseholds having a term less than sixty years are not to be purchased. Where the intention is that a house in London is to be purchased, this provision renders it difficult to purchase a house, as in some places—for example, on parts of the Westminster or Howard de Walden (late Portland) estates—the terms for which houses are held are it is understood less than sixty years. It is, therefore, suggested that the power to purchase land should contain no restriction as to the term for which purchased leaseholds might be held; that after the words "held for any term of years" the words "with or without a sinking fund policy" should be inserted, and that the following provision should also be inserted:

> "Provided always that if and so often as the said trustees or trustee shall purchase hereditaments held for a term of less than 100 years, they or he shall forthwith effect, in their or his name or names, in some insurance office, one or more sinking fund policies for a sum or sums equal to the purchase money of the said hereditaments and the expenses attending such purchase, or if they or he shall purchase one or more sinking fund policy or policies together with the said hereditaments for a sum which, together with the sum assured by the policy or policies so purchased, shall be equal to the purchase-money of the said hereditaments and policy or policies and the expenses attending such purchase, the sum so assured to be payable before, at, or not later than six calendar months after the expiration of such term, and shall pay the annual or other premiums required for effecting and maintaining every policy so effected, and for maintaining every policy so purchased out of the income of the trust premises, and shall retain every policy so effected or purchased until the moneys thereby secured shall become payable, and shall hold the moneys assured by and received in respect of every such policy, and the proceeds of sale of any such policy under the power hereinafter contained, on the same trusts and subject to the same powers and provisions, including the power of purchasing a sinking fund policy, as the moneys laid out in the purchase of the hereditaments, or hereditaments and policy or policies so purchased, would have been subject to if the same had not been so laid out. Provided always that if the said leasehold hereditaments shall be sold, it shall be lawful for the said trustees or trustee, with such consent or at such discretion as aforesaid, to sell the policy or policies effected on the purchase of, or purchased together with, the hereditaments so sold, either by way of surrender to the office granting the same or otherwise, and shall hold the proceeds of such sale upon the trusts hereinbefore declared concerning the same."

H. W. E.

Nothing is unique, says the *St. James's Gazette*; whatever happens has happened before, and there is nothing under the sun that is new. Ireland has a parallel for the remarkable history of the Peasenhall case. At Roscommon Assizes, Thomas Flaherty was indicted for the murder of his father, and the jury disagreed. Again he was tried, at Galway, and the second jury, like the first, was unconvinced of the prisoner's guilt. There was no *nolle prosequi* for Flaherty, however, and for a third time the prisoner was brought before the judge. The third jury was selected from a panel of three hundred men, and the Solicitor-General warned them solemnly of their duty under their oath. It was stated, he said, that their country was deteriorating. He could well understand it, and a curse would cling to the country where such a horrible crime was cloaked. He made an impassioned appeal to them to do their duty, "and then no man could harm them in this world or the next." The jury resisted the appeal, however, and acquitted the prisoner.

The Effect of a Notice to Treat.

An interesting question, as to the effect of the service of a notice to treat in determining the persons to whom compensation can become payable, has been decided in *Mercer* v. *Liverpool, &c., Railway Co.* (*Times*, 2nd inst.) by the Court of Appeal, who have reversed the judgment of Lord Alverstone, C.J. (50 W. R. 155; 1901, 2 K. B. 753). The effect of the notice with respect to the land comprised in it is well settled. It does not of itself constitute a contract for the sale of the land, but it is the first step towards such a contract, and the contract itself is complete, and becomes enforceable, as soon as the amount of the compensation has been determined, whether by agreement, by arbitration, or by a jury. "It is quite true," said Lord Cottenham, C., in *Adams* v. *London and Blackwall Railway Co.* (2 Mac. & G. 118) that, to a certain extent and for certain purposes, the compulsory taking of land under the Railway Acts places the companies and the owners in the relative situation of purchasers and vendors, such, for instance, as to fixing between them the land to be taken. . . . The Act does not consider the notice as constituting a contract, but as a preliminary step bringing the parties together who are afterwards to settle the matter between them by agreement, arbitration, or the verdict of a jury." And in *Harding* v. *Metropolitan Railway Co.* (20 W. R. 321, L. R. 7 Ch., p. 158), Lord Hatherley, C., after pointing out that the mere notice to treat does not make the contract, said: "The case is different when the price is ascertained, for you have then all the elements of a complete agreement; and in truth it becomes a bargain made under legislative enactment between the railway company and those over whom they were authorized to exercise their power." But though the notice to treat does not constitute the contract, yet, after it has been given, the company are bound to go on, and the owner can compel them to take proceedings to have the amount of the compensation ascertained and the contract thus made complete: *Fotherby* v. *Metropolitan Railway Co.* (15 W. R. 112, L. R. 2 C. P. 188).

And it is further settled that the giving of the notice to treat stereotypes the interests which are to be regarded as existing in the land for the purpose of assessing compensation, and after the date of the notice it is not competent for the landowner to create new interests which will be the subject of compensation. "It has been held over and over again," said Mathew, J., in *Wilkins* v. *Mayor of Birmingham* (32 W. R. 118, 25 Ch. D., p. 80), "that from the time when the notice to treat has been served each party must abstain from altering his position. Any interest subsequently acquired by or from the person on whom the notice to treat has been served is not a subject for compensation." The rule is applied also, not only where perfectly new interests are created, but where a well-founded expectation of an interest is turned into a legal estate, as where leases are granted to tenants who have for many years held upon a yearly tenancy. "I am of opinion," said Romilly, M.R., in *Ex parte Edwards* (19 W. R. 1047, L. R. 12 Eq., p. 391), "that the owner's power of dealing with his property is concluded when the notice to treat is served, and that a lease granted subsequently to that period to a tenant cannot properly be compensated for"; though he recognized the hardship that existed in the case of a person who had long held as a yearly tenant, and stated that in his opinion a much more liberal compensation than the value of a mere yearly tenancy ought to be given in such cases. "But, at the same time," he added, "if after they had notice that the railway or public work was to take their land, they attempt to provide against it by getting a lease, I think the company cannot be affected by it."

So far we have dealt only with the notice to treat as affecting the land which is actually comprised within it. But the owner on whom the notice has been served may also have adjoining land which is not included in the notice, and he is then entitled to compensation, not only for the taking of his land, but for damages by severance or otherwise to the land which is not taken. Does the above principle apply in the assessment of such damages, so that no claim can be sustained by a person who acquires an interest in such adjoining land after the notice to treat has been served? This question, which arose in *Mercer* v. *Liverpool, &c., Railway Co.* (*supra*), Lord Alverstone, C.J., answered it in the negative,

and the Court of Appeal have answered it in the affirmative, the final result being to exclude what was apparently a meritorious claim.

In October, 1891, the defendant company, acting under their statutory powers, served notice to treat for certain land on Lord GERARD. In January, 1892, Lord GERARD sent in his claim to compensation, the claim being expressed to be subject to the statutory obligation of the company to lower the street bounding the land so as to be on the level necessitated by their works. In February, 1892, Lord GERARD's agent agreed verbally with the plaintiff's predecessor in title to let to him certain land on the other side of the street on a building lease for 999 years, and in the following June a lease was granted pursuant to the agreement. The lease provided that the lessee should build certain houses, and these were duly built. In October, 1892, Lord GERARD agreed to sell to the company the land included in the notice to treat for £24,299, which sum was to include all compensation for damage sustained by the vendor for severance of or otherwise injuriously affecting his other property. Subsequently the company executed their works and lowered the street, and the result was that the access to the plaintiff's houses was permanently interfered with. She made a claim, under section 68 of the Lands Clauses Act, 1845, for the injurious affection of her property, and, in accordance with the irrational procedure which the courts have sanctioned, and which is a striking case of putting the cart before the horse, the compensation was assessed by an arbitrator at £371 10s., and then the law was put in motion to determine whether she had any claim to compensation at all.

The Lord Chief Justice held that the plaintiff was entitled to the amount awarded by the arbitrator, upon the ground that the notice to treat for the lands taken did not debar the owner from dealing with his adjoining lands and creating interests in them which might give a claim to compensation. "The notice to treat," he said, "does not determine the amount of compensation for the land taken, or the amount to be paid for injurious affection. It does fix and stereotype the interest which the company desire to acquire; but the amount to be paid is the subject of subsequent agreement, or, it may be, of assessment by a jury or arbitrators. Between the time when the notice to treat is given and the damages are actually assessed, a landowner may, as far as I know, deal with his adjoining lands. There is no statute or principle to restrain him from so doing, and when the amount to be paid is ascertained, whether by agreement or judicial proceedings, the real nature of the injury by severance or injurious affection has to be considered." As a matter of practical convenience this view seems to have much to recommend it. When a notice to treat has been given, the landowner has no motive for entering upon further dealings with the property comprised in the notice. In due course the price will be ascertained and paid, and the land will be conveyed to the company. The ultimate disposal of the land is virtually settled as soon as the notice to treat is given. But with the adjoining land of the same owner the case is different. The land is not going to be taken by the company, and the power of the owner to deal with it ought not to be fettered. According to the judgment of the Lord Chief Justice, no fetter would be placed upon it. The fact that the company have statutory power to construct their works makes it possible that the land will be injuriously affected, and if at the time when the compensation for the land taken is assessed the adjoining land has not been alienated, then a sum for such injurious affection will be included. Provision for this is made by section 49 of the Lands Clauses Act, 1845, in cases of arbitration, and by section 63 in cases of inquiry by a jury. But suppose the landowner wishes to dispose of the adjoining land before this assessment is made. It seems clear that he can only do so conveniently if he can transfer to a purchaser the right to compensation. The notice to treat does not then embarrass him. He gets the full value for the land, and, should the claim to compensation be subsequently made, it will be made by the party who is really interested.

The Court of Appeal have held, however, that this view is wrong; that the notice to treat affects not only the lands which are comprised in it, but also the adjoining lands which may be injuriously affected by the works; and that the owner is debarred from altering his position with regard to both classes of land alike. If, then, he desires to dispose of the adjoining land before the compensation has been assessed, either he does so without reference to the possible future injury to the land, and leaves the purchaser, as in the present case, exposed to the risk of loss without having any claim to compensation; or, if the question is anticipated, and the purchaser requires that some deduction in respect of the possible injury shall be made from the purchase-money, it will be a matter of difficulty to arrive at a satisfactory sum. The amount ought to be such as a jury would assess in respect of the injury, and of course this is very problematical. But such is the position in which claims to compensation for the injurious affection of lands adjoining the lands of the same owner comprised in a notice to treat now stand. "The landowner," says VAUGHAN WILLIAMS, L.J., "cannot escape from the obligations imposed on him by the notice to treat; and one of these is an obligation to bring forward and have determined all claims in respect of damage to lands of his arising from the execution of the proposed works." Possibly this obligation is not very clearly expressed in the Lands Clauses Act, and there seems to be good reason for limiting the assessment of damages, as Lord ALVERSTONE did, to lands which the landowner still holds when the question of damage comes to be inquired into. The law, however, is now settled adversely to purchasers of adjoining lands, and when the title to lands in the neighbourhood of proposed public works is being investigated, it will be necessary to ascertain whether any notice to treat in respect of other lands of the vendor has been served, and, if so, and if any damage is anticipated, to claim deduction from the purchase-money accordingly.

Reviews.

The Licensing Acts.

THE LICENSING ACTS: BEING THE LICENSING ACTS, 1828 TO 1902, TOGETHER WITH ALL THE INLAND REVENUE, INNKEEPERS, SUNDAY CLOSING, AND GROGGING ACTS RELATING THERETO, WITH INTRODUCTORY NOTES AND FORMS. By the late JAMES PATERSON, Barrister-at-Law. FOURTEENTH EDITION. By WILLIAM W. MACKENZIE, Barrister-at-Law. Shaw & Sons; Butterworth & Co.

A new edition of Paterson is especially welcome just now when everyone is talking of "the new Act" as if the Licensing Act, 1902, were the only Act of Parliament passed for some years. That Act has made such great changes in the law, and is of such importance to so many different classes of people, that old editions of books on this subject are not likely to command any substantial price in the book market. This work is so well known that it is superfluous to describe it or to state its merits. This edition does nothing to lower the reputation of the familiar book, and the present editor succeeds admirably in his periodical fresh editions in keeping up, and even increasing, that reputation. The "new Act" takes its place in the middle of the volume, and the sixty pages devoted to it are distinguished by red edges, so that speedy reference may be made thereto. In the appendix are full reports of the judgments in the important cases of *Sharpe* v. *Wakefield*, *Boulter* v. *The Justices of Kent*, and *Rex* v. *The Farnham Justices*. This will be found a great convenience and save a good deal of trouble in carrying about law reports. Probably no one who has much to do with licensing can afford to do without this standard book.

THE LICENSING ACT, 1902, AND THE INTOXICATING LIQUORS (SALE TO CHILDREN) ACT, 1901, WITH EXPLANATORY NOTES. PRECEDED BY AN INTRODUCTION DESCRIBING THE LAW WITH REGARD TO ALL "OFF" LICENCES. By GEORGE CECIL WHITELEY, Barrister-at-Law. SECOND EDITION. Stevens & Haynes.

We noticed the first edition of this excellent little book a few weeks ago, and selected it for commendation from amongst a crowd of rivals. Our choice has been justified by the fact that in less than two months the first edition was disposed of. This is little more than a reprint of the first edition, but it contains in addition some forms since issued by the Home Office and also a note of a case very recently decided. That case, *Brooks* v. *Mason* (1902, 2 K. B. 743), decides that a licensee who delivers liquor to a child under fourteen in a vessel not corked or sealed as required by the Intoxicating Liquor (Sale to Children) Act, 1901, is liable to conviction although he believes the vessel to be so corked and sealed.

A PRACTICAL GUIDE TO THE LICENSING ACT, 1902, WITH NOTES AND COMMENTS AND REFERENCES TO PREVIOUS LICENSING AND OTHER ACTS. By CHARLES L. ROTHERA, Solicitor. Jordan & Sons.

This is one of the best of the many small handbooks which have lately appeared on this subject. The author is evidently master of his subject, as could only be expected with regard to a gentleman who fills the offices of secretary to the Licensing Laws Information Bureau and Coroner of the City of Nottingham. The introduction contains an interesting sketch of the subject. The notes are well written and contain very full references to other Acts and to many decided cases; and the paper and print are all that can be desired.

Books Received.

The Law Relating to Auctioneers, House Agents, and Valuers, and to Commission. By HEBER HART, LL.D. (Lond.), Barrister-at-Law. Second Edition. Stevens & Sons (Limited).

The Principles of Procedure, Pleading, and Practice in Civil Actions in the High Court of Justice. By W. BLAKE ODGERS, M.A., LL.D., K.C. Fifth Edition. Stevens & Sons (Limited).

Notes on the Companies Acts, 1862 to 1900, in Alphabetical Order, with a Selection of Forms. By L. WORTHINGTON EVANS, Solicitor, and F. SHEWELL COOPER, M.A., Barrister-at-Law, assisted by J. H. N. ARMSTRONG, M.A., Barrister-at-Law. Sweet & Maxwell (Limited); Ede & Allom.

Lunacy and Law: an Address on the Prevention of Insanity delivered before the Medico-Psychological Association of Great Britain and Ireland. By Sir WILLIAM R. GOWERS, M.D., F.R.S. With an Appendix Note. J. & A. Churchill.

Points to be Noted.

Conveyancing.

Mortgage—Infant.—Although an infant is capable of being a member of a building society registered under the Building Societies Act, 1874 (37 & 38 Vict. c. 42), he is subject as such member to the incapacities imposed upon him by law and not expressly removed by the Act, and is consequently incapacitated by section 1 of the Infants Relief Act, 1874 (37 & 38 Vict. c. 62), from contracting with the society. Consequently a mortgage made by the infant member to the society to secure an advance made to him by the society is void. Hence, where an infant member of a building society purchased land with money advanced by the society, and executed to the society a mortgage of the land to secure the purchase-money, and also to secure further sums advanced for building purposes, the security created by the mortgage was void, and the building society were unable to recover the money advanced for building purposes, though they were held to be entitled to a lien upon the property for the amount of the purchase-money.—NOTTINGHAM PERMANENT BUILDING SOCIETY *v.* THURSTAN (House of Lords, Nov. 13) (1903, A. C. 6).

Assignment of Interest in Trust Funds—Notice to Trustees.—Upon taking an assignment of a beneficial interest in a trust fund notice must be given to the trustees in order to protect the title of the assignee from being postponed to that of a subsequent incumbrancer. If the assignee gives notice to all the trustees, he does all that is required for his security, and he is not bound to renew the notice upon a subsequent change of trustees: *Re Wasdale* (47 W. R. 169; 1899, 1 Ch. 163). But if he gives notice to one only of the trustees, and this trustee happens to die, the notice is exhausted, and a subsequent assignee who gives notice to the existing trustees acquires priority.—RE PHILLIPS' TRUSTS (Kekewich, J., Dec. 4) (1903, 1 Ch. 183).

Company Law.

Shares Subscribed For by Signatories to Memorandum of Association—Leave to File Contract under Companies Act, 1898.—It has been settled law since *Dalton Time Lock Co.* v. *Dalton* (66 L. T. 704) that shares for which persons subscribe a memorandum of association are issued at the time when the memorandum of association is registered, and that, prior to the 1st of January, 1901 (when section 33 of the Companies Act, 1900, repealing section 25 of the Companies Act, 1867, came into effect), the subscribers became liable to pay for the shares in cash. The same case shewed that the immediate filing of a contract that the consideration for the share should be something other than the payment of cash did not free the subscriber from his liability to pay in cash. Even when the shares mentioned in the contract were shewn to be considered by all parties as the same as those for which the memorandum was signed, the result was held by Romer, J., to be the same: *Re F. W. Jarvis & Co.* (1899, 1 Ch. 193). Cozens-Hardy, J., purported to distinguish that case, and allowed a contract to be filed under the Act of 1898, where shares allotted as fully paid under a filed agreement were identified as the shares for which the allottee had subscribed the memorandum: *Re Whitehead & Brothers* (1900, 1 Ch. 804). Kekewich, J., thought the two cases were not distinguishable and preferred the decision of Romer, J., to that of Cozens-Hardy, J.: *Re Archibald D. Dawnay* (W. N. 1900, 152). Buckley, J., has also now followed *Re F. W. Jarvis & Co.* As regards *Re Whitehead & Brothers*, he says: "I need only say that in my judgment that decision does not govern the present case. For here the total number of shares [in the company] is not (as it was there) exhausted by the 750 shares [subscribed for] and the 118 shares otherwise issued." This *may be* a ground for supporting *Re Whitehead & Brothers*, but it is not the ground on which Cozens-Hardy, J., is reported to have decided that case.—RE EBENEZER TIMMINS & SONS (Buckley, J., Nov. 28, 1901) (1902, 1 Ch. 238).

Common Law.

Carrier by Sea—Passenger's Luggage—Conditions on Ticket—Seaworthiness of Ship.—The plaintiff was a passenger on the defendant's ship *Gaika* from Las Palmas to Southampton, taking with him a quantity of personal luggage less than the quantity he was entitled to have carried free of charge. Owing to the crowded state of the hold, this luggage was stored in a lavatory, where, owing to an overflow of water, it was seriously injured, and this action was brought to recover damages for such injury. The ticket issued to the plaintiff contained a condition in clause 5 by which, for a certain extra payment, passengers might put their luggage "under the company's charge." This was followed by a condition in clause 9 in these words: "The company will not (except on the conditions prescribed in clause 5 hereof) be liable for loss or damage to, or detention or delay of, passengers' luggage at or between the point of departure and arrival, however caused, although such loss, injury, detention, or delay be caused by negligence or default of the company's servants, and although such loss, injury, detention, or delay be caused by unseaworthiness or unfitness of the ship, provided that reasonable diligence has been used by the company to render the ship at starting seaworthy and fit for the voyage." Held, by Bigham, J., that the lavatory was not a proper place in which to store the luggage, and that the ship in sailing with the luggage so stored was not seaworthy in the sense that she was not fit to carry out the contract with the plaintiff in a proper manner; that the facts came within the proviso in clause 9 of the conditions; and that reasonable diligence had not been used by the company to render the ship at starting seaworthy and fit for the voyage. Judgment accordingly for plaintiff for the amount claimed.—UPPERTON *v.* UNION CASTLE MAIL STEAMSHIP CO. (LIMITED) (19 T. L. R. 123).

Result of Appeals.

Appeal Court I.

(Final List.)

Harris & Co. *v.* Davis & Co. (Limited) and Another. Appeal of plaintiffs from judgment of Mr. Justice Wright, dated Dec. 6, 1901, without a jury, Middlesex. Arranged on terms; liquidator to pay £48; no costs of appeal or below. Jan. 30.

Hanfstaengl *v.* The British Mutoscope and Biograph Co. (Limited). Appeal of plaintiff from judgment of Mr. Justice Phillimore, dated Dec. 4, 1901, with a common jury, Middlesex. Allowed with costs. Jan. 30.

Hay *v.* Veale. Appeal of defendant from judgment of Mr. Justice Lawrance, dated Dec 18, 1901, without a jury, Middlesex. Allowed with costs. Jan. 30.

(For Judgment.)

Mercer *v.* The Liverpool, St. Helens and South Lancashire Railway Co. Appeal of defendants from judgment of the Lord Chief Justice, dated June 24, 1901, without a jury, Middlesex (c.a.v. Jan. 24). Allowed with costs. Jan. 31.

Marie Orr *v.* Blake. Appeal of defendant from judgment of The Lord Chief Justice and Justices Darling and Channell, dated Dec. 19, 1901. Dismissed on object on to procedure. Feb. 2.

(General List.)

(For Judgment.)

Bennett *v.* Stone. Appeal of plaintiff from order of Mr. Justice Buckley, dated Nov. 13, 1901 (c.a.v. Nov. 27). Dismissed with costs; Vaughan Williams, L.J., dissenting; stay granted on usual terms. Feb. 3.

(Final List.)

Wakefield Corporation *v.* Cooke and Others. Appeal of defendants from judgment of the Lord Chief Justice and Justices Darling and Channell, dated Dec. 16, 1901. Allowed with costs. Feb 3.

Underhill *v.* Lambert. Appeal of defendant from judgment of the Lord Chief Justice and Justices Darling and Channell, dated March 4, 1902. Allowed with costs. Feb. 3.

David MacIver & Co. (Limited) *v.* The Tate Steamers (Limited). Appeal of defendants from judgment of Mr. Justice Kennedy, dated March 1, 1902, without a jury, Middlesex. Dismissed with costs. Feb. 4.

Barnes *v.* Moore. Appeal of N. E. Barnes from judgment of Mr. Justice Phillimore, dated March 19, 1902, without a jury, Middlesex. Allowed with costs. Feb. 4.

The London and India Docks Co. *v.* The North London Railway Co. Appeal of plaintiffs from judgment of Mr. Justice Wright, dated March 22, 1902, without a jury, Middlesex. Allowed with costs. Feb. 5.

Baldwin *v.* Moren & Flowers. Appeal of defendants from judgment of Mr. Justice Bruce, dated March 25, 1902, without a jury, Middlesex. Order varied from £9 to 42s. per ton; no costs either side. Feb. 5.

Appeal Court II.

(General List.)

In re A. Evans Lloyd (deceased). Kellett *v.* Meek. Appeal of defendant from order of Mr. Justice Swinfen Eady, dated March 15, 1902. Dismissed with costs. Jan. 30.

(In Bankruptcy.)

In re Charles Bright (ex parte the Bankrupt). No. 565 of 1901. From an order made by Mr. Registrar Giffard, dated Dec. 2, 1902, dismissing an application to rescind the receiving order (by order). Dismissed with costs on opening. Jan. 30.

(General List.)

White *v.* Graham. Appeal of plaintiff from order of Mr. Justice Byrne, dated May 6, 1902. Allowed with costs of appeal and below; costs of shorthand notes below; liberty to apply. Feb. 2.

(Original Motions.)

Nathan *v.* Laudan. Application of plaintiff for stay of appeal and for security for costs of appeal (No. 74, Chancery General List). Dismissed for want of appearance. Feb. 4.

Mercier *v.* Mercier. Application of defendant for security for costs of appeal (No. 9, Chancery General List). £25 ordered. Feb. 4.

(Interlocutory List.)

Mansfield *v.* Stevens. Appeal of defendant from order of Mr. Justice Kekewich, dated Jan. 21, 1903. Dismissed with costs. Feb. 4.

The Carpenters' Co. *v.* The Drapers' Co. Appeal of plaintiffs from order of Mr. Justice Joyce, dated April 18, 1902. Dismissed on opening. Feb 4.

Jared *v.* Clements. Appeal of defendant from order of Mr. Justice Byrne, dated May 31, 1902. Dismissed on opening. Feb. 5.

In re Hargreaves (deceased). Hargraves *v.* Hargraves. Appeal of plaintiff from order of Mr. Justice Joyce, dated April 19, 1902. Dismissed on opening; costs out of estate. Feb. 5.

E. S. Van Praagh *v.* J. W. Everidge. Appeal of defendant from order of Mr. Justice Kekewich, dated May 8, 1902. Allowed with costs. Feb. 5.

Specially-constituted Court of Appeal.

(Final List.)

Green *v.* Lydall and Another. Appeal of plaintiff from judgment of Mr. Justice Darling, dated Nov. 29, 1901, without a jury, Middlesex. Allowed with costs. Feb. 2.

Granville & Co. *v.* Firth. Appeal of defendant from judgment of Mr. Justice Ridley, dated Dec. 12, 1901, with a common jury, Leeds. Allowed with costs. Feb. 3.

Moul *v.* Coronet Theatre (Limited). Appeal of plaintiff from judgment of Mr. Justice Wright, dated Dec. 10, 1901, without a jury, Middlesex. Dismissed with costs. Feb. 3.

(Final List.)

(For Judgment.)

Rand Gold Mining Co. (Limited) *v.* The New Balkis Ersteling (Limited). Appeal of defendants from judgment of Mr. Justice Bucknill, dated Dec. 20, 1901, without a jury, Middlesex. Dismissed with costs. Feb. 4.

(For Hearing.)

Kennedy *v.* Davis. Appeal of defendant from judgment of Mr. Justice Grantham, dated Dec. 18, 1901, without a jury, Leeds. Allowed with costs. Feb. 4.

Fryer *v.* The Church Agency (Limited) and Another. Appeal of defendants from judgment of Mr. Justice Walton, dated Nov. 13, 1901, with a common jury, Middlesex. Dismissed as out of time. Feb. 4.

[Compiled by Mr. ARTHUR F. CHAPPLE, Shorthand Writer.]

It is announced that as the Lord Chief Justice has to sit with the Court of Appeal, he will not go on the South-Eastern Circuit on the 10th inst., as previously arranged, and his place at the Hertford, Lewes, Maidstone, and Guildford Assizes will probably be taken by Mr. Justice Lawrance.

Cases of the Week.

Court of Appeal.

WAKEFIELD CORPORATION *v.* COOKE AND OTHERS. No. 1. 3rd Feb.

LOCAL GOVERNMENT—PAVING EXPENSES—HIGHWAY REPAIRABLE BY THE INHABITANTS AT LARGE—DECISION OF JUSTICES—"RES JUDICATA"—WAKEFIELD CORPORATION ACT, 1887 (50 & 51 VICT. C. LXXI.), SS. 29, 30, 31.

Appeal by the defendants from the judgment of the Divisional Court (Lord Alverstone, C.J., and Darling and Channell, JJ.) upon a case stated by justices at petty sessions (reported in 50 W. R. 254; 1902, 1 K. B. 188). In November, 1900, the Corporation of Wakefield resolved to execute certain private street works in a street called Sludge-street, such as sewering, levelling, paving, and making good the street. Plans, specifications, and estimates were prepared, with a provisional apportionment of the estimated expenses upon the frontagers. These were approved and the resolution was duly published and copies served on the frontagers. Several of the frontagers objected to the proposed works upon the ground that Sludge-lane was a highway repairable by the inhabitants at large. At the hearing of the objection before the justices it was contended on behalf of the objectors that the matter was *res judicata* by reason of a decision of certain justices of the city of Wakefield on the 6th of January, 1898—upon a similar objection raised by frontagers to a different scheme by the corporation for executing private street works in Sludge-lane—that Sludge-lane was a highway repairable by the inhabitants at large. It was admitted that the resolution, plans, and notices for the present works related not only to so much of Sludge-lane as was the subject-matter of the proceedings on the 6th of January, 1898, but also to an additional length of eighty yards in a straight line and continuous therewith. One of the objectors in the present proceedings was not an objector in the former proceedings, though he was a frontager then, and some of the properties abutting on Sludge-lane had changed hands since then. The justices held that the question was *res judicata*, and declined to go into the merits of the objection. The Divisional Court held, upon the authority of *Reg.* v. *Hutchings* (29 W. R. 724, 6 Q. B. D. 300), that the matter was not *res judicata*, and that the former decision of the justices was no bar to the present proceedings. Sections 29, 30, and 31 of the Wakefield Corporation Act, 1887, were identical with sections 6, 7, and 8 of the Private Street Works Act, 1892 (55 & 56 Vict. c. 57).

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MATHEW, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that *Reg.* v. *Hutchings* was a decision under the Public Health Act, 1875, where different procedure was applicable. The Legislature by passing the Private Street Works Act, 1892, had indicated their view with regard to these matters, and it was a reasonable inference to draw that they intended to deal with the difficulties of procedure which were then apparent. It was considered desirable to have as much finality as possible with regard to those matters the doing of which was cast upon the local authority, and to remedy the procedure under which an objection to the proposed works could not be tested until the works had been completed and the expenses incurred. In some cases an objection might go to the root of the matter, such as an objection that the street was a highway repairable by the inhabitants at large. In other cases an objection might be merely personal to the objector, as, for instance, an objection that he was not a frontager, or that a frontager had been left out of the apportionment, and in such a case it was obviously inconvenient that a scheme should have to be abandoned on account of such a defect. In view of those considerations the court had to construe the Wakefield Corporation Act, 1887. By section 30 certain objections could be raised, and had to be raised, if at all, before the works were executed. Objections (*a*) and (*b*) were root objections, objection (*b*) being that the street was a highway repairable by the inhabitants at large. Objections (*c*), (*d*), (*e*), and (*f*) were such as could be remedied. In his opinion the Legislature intended that the objections should be once for all dealt with. If there was an objection that the street was a highway repairable by the inhabitants at large, and that therefore the proposed works were not within the jurisdiction of the local authority, the Act intended that the decision upon that objection should be pronounced once for all. That being so, the matter here had been decided in 1898, and could not now be re-opened.

STIRLING, L.J., said that he did not differ from the conclusion arrived at by the rest of the court, but he doubted whether the Act did more than provide a speedy means of allowing the scheme of the local authority to proceed, and for that purpose only of deciding objections to the scheme. He doubted whether the Legislature intended to leave it to justices to decide once for all whether the street was a highway repairable by the inhabitants at large.

MATHEW, L.J., concurred with Vaughan Williams, L.J.—Counsel, *Danckwerts* and *J. A. Compston*; *Macmorran*, K.C., and *Senior*. Solicitors, *S. F. Taylor*, for *J. B. Cooke*, Wakefield; *Sharpe, Parker, Pritchards, Barham, & Lawford*, for *C. Hudson*, Wakefield.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

***Re* AN ABITRATION BETWEEN LORD MOSTYN AND FITZSIMMONS.** No. 1. 29th Jan.

LANDLORD AND TENANT—RENEWAL OF TERM—COSTS TO BE PAID BY LESSEE—COSTS OF DETERMINING AMOUNT OF FINE PAYABLE.

Appeal by Lord Mostyn from the judgment of Wright, J., upon a special case (reported in 1902, 1 K. B. 512). A lease of premises for a term

of seventy-five years, made in 1860, contained the following covenant: "The lessors, their heirs or assigns, will at any time during the said term, upon the request and at the costs of the lessee, his executors, and administrators or assigns, and on payment by him or them of a fine calculated according to the table hereunder written upon the number of years of the said term which have expired, and the full improved annual value of the premises at the time of such renewal (such value to be determined by the said surveyor or at the option of the lessee by the award of two referees or their umpire), renew or cause to be renewed the said term for the further term of seventy-five years from the date of such renewal at the like rent and subject to the like covenants and conditions as are herein reserved and contained, including this present covenant for renewal." In 1900, Fitzsimmons, in whom the term was vested (herein called the lessee), applied to Lord Mostyn, the owner of the reversion expectant on the term (herein called the landlord), for a renewal of the term for a further term of seventy-five years from that date. Differences arose with reference to the assessment of the amount of the fines payable by the lessee to the landlord in respect of the renewal, and the lessee gave notice to the landlord of his desire that the full improved annual value of the demised premises should be determined by the award of two referees or their umpire, as provided by the lease. The lessee and the landlord accordingly each appointed an arbitrator, and the arbitrators appointed an umpire. The arbitrators having failed to agree, the umpire acted in the matter. A question was raised before the umpire as to whether he had any power or discretion to deal with the costs of the reference and award. It was contended on behalf of the landlord that upon the true construction of the lease the lessee was only entitled to a renewal of the term at his own cost in all things, including the whole of the costs of both parties of and incidental to the reference and award, and that the costs of the reference and award had not been referred to the umpire to deal with. It was contended on behalf of the lessee that the reference, which was a costly and expensive one, extending over three days, and in which counsel were employed, was not such a determination by the award of two referees or their umpire as was contemplated by the lease; and further, that whatever construction was placed upon the lease, the umpire had power to deal with the costs under the Arbitration Act, 1889. The umpire stated his award in the form of a special case. The questions were (1) whether upon the true construction of the lease the costs of renewal to be paid by the lessee included the costs of the reference and award; and (2) whether the umpire had any power or discretion to deal with the costs. Wright, J., held that the costs of renewal which were by the covenant to be paid by the lessee meant the ordinary conveyancing costs only, and did not include the costs of the reference and award, which were in the discretion of the umpire.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MATTHEW, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that no question was raised as to the reasonableness of these costs in point of amount. The only question they had to decide was as to the true construction of the covenant. In his opinion the costs of the reference and award were included in the costs to be borne by the lessee under the covenant. He did not think that Wright, J., would have arrived at the conclusion he did if he had merely considered whether the words of the covenant were wide enough to include those costs. Wright, J., thought that it would be unreasonable to construe the covenant so as to give power to the landlord to force upon the lessee unnecessary costs by claiming an extravagant sum. In truth, however, the lease did not contemplate the landlord making any claim at all. It contemplated the lessee exercising his option of claiming a renewal and having the annual value of the premises, upon which the amount of the fine depended, determined by a surveyor or, at his option, by arbitration. The costs of the reference and award were the necessary costs of the renewal of the term, having regard to the way in which the lessee chose to have the amount of the fine determined. They were therefore payable by the lessee.

STIRLING and MATHEW, L.JJ., concurred. They said that a different question would have arisen if the lessor had misconducted himself in relation to the arbitration—as for example, by behaving obstinately and unreasonably, and thereby compelling the lessee to go to arbitration.—COUNSEL, *Montague Lush*, K.C., and *Madden; Marshall*, K.C., and *E. P. Hewitt*. SOLICITORS, *Hulberts, Hussey, & Metcalfe; Belfrage & Co.*, for *Chamberlain & Johnson*, Llandudno.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

Re **CHARLES BRIGHT.** *Ex parte* **CHARLES BRIGHT.** No 1. 30th Jan.

BANKRUPTCY — JURISDICTION — FOREIGNER TEMPORARILY IN ENGLAND — ORDINARY RESIDENCE—HOTEL—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 6, SUB-SECTION 1 (D).

This was an appeal from a decision of Mr. Registrar Giffard dismissing an application to rescind a receiving order in bankruptcy made against Mr. Bright in July, 1901. Mr. Bright was an American citizen, and it was argued on his behalf that he had not "ordinarily resided" or "had a dwelling place in England" within a year of the date of the presentation of the petition, and that consequently the court had no jurisdiction to make a receiving order against him. Mr. Bright had, as a matter of fact, been in England for nine months within the year for the purpose of litigation. He had never been anywhere except at hotels, and had never taken a room except from night to night. For three months, however, he had, without paying, occupied the room of a friend at the Hotel Cecil. It was argued that staying at hotels was different from staying in lodgings. The following cases were cited: *Re Hecquard* (38 W. R. 148, 24 Q. B. D. 71), *Re Norris* (5 Morrel Bank. Cas. 111), *Re Cunningham* (33 W. R. 22, 13 Q. B. D. 418).

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R.—In this case there is no controversy about the domicil of the debtor. His domicil is America. The question is whether he has ordinarily resided or had a place of business in England within the year of the presentation of the petition. It was decided by this court in November, 1901, on the statement of the facts then before them, that the debtor had so resided. But the matter was sent back to the registrar on the ground that there had been some material misunderstanding, the court, in allowing the re-hearing, acting *ex maiori cautela*. The learned registrar has again held that the debtor has "ordinarily resided" and had a place of business in accordance with the section. In dealing with the decision of the registrar, unless we can see that he has applied some wrong principle of law, we ought not to interfere with his decision on a question of fact. The facts shew that for only three months during the year in question was the debtor continuously absent from London. During the rest of the time he was in London for a definite purpose, and, though he made occasional visits to the Continent, his central place of dwelling was London. It has been argued that in point of law the debtor cannot have "resided," because his place of dwelling was one or more hotels, and that, unless it is shewn that he paid for his rooms, whether he occupied them or not, he cannot be said to have resided in them. The question here is not residence at large, but residence within a particular year. The residence may be a temporary residence for a particular purpose. A long sojourn is not a *sine qua non*. There must, of course, be some duration—for instance, two or three days would not be sufficient. The purpose for which the debtor was here is one of the elements to be taken into consideration. If he was here for a particular purpose which could not be conveniently disposed of without his presence, and was here for a substantial time, then it becomes a question of fact whether he was ordinarily resident or not. In my opinion there is abundant evidence to support the learned registrar's conclusion.

ROMER, L.J.—I am of opinion that the learned registrar has come to a correct decision on a point of fact.

COZENS-HARDY, L.J.—I agree.—COUNSEL, *Russell*, K.C., *Muir Mackenzie*, and *Disturnal; Gore-Browne*, K.C., and *Crane; Van Neck*. SOLICITORS, *Church, Rendell, & Co.; J. D. B. Lewis*.

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

High Court—Chancery Division.

WRIGHT *v.* **LAWSON.** Kekewich, J. 29th and 30th Jan.

LANDLORD AND TENANT—COVENANT TO "SUBSTANTIALLY REPAIR, UPHOLD, MAINTAIN"—BAY WINDOW—DANGEROUS STRUCTURE—PULLING DOWN—NEW AND MORE SUBSTANTIAL STRUCTURE.

Witness action. The plaintiff, by an underlease dated the 24th of February, 1888, had demised to the defendant No. 582, King's-road, Fulham, for a term of years, the defendant covenanting to pay the rent clear of and without deduction for any rates and taxes, charges, assessments, or impositions, and to pay all rates, taxes, charges, assessments, and impositions which should be charged upon or payable in respect of and affecting the said premises, and to the satisfaction of the lessor or her surveyor, substantially and effectually repair, uphold, maintain, paint, and cleanse the premises. In front of the house and forming part of it was a bay window on the first floor. On the 30th of June, 1900, the defendant was served with a notice on behalf of the London County Council under the London Building Act, 1894, relating to dangerous structures, to take down or otherwise secure the brickwork of the external walls and bay window, so far as cracked, bulged, loose, sunk, overhanging, out of upright, or otherwise defective; also to shore up the bay window and arch over the back door immediately. The defendant thereupon took down the bay window, and as the district surveyor of the London County Council refused to allow the defendant to rebuild the window in the way in which it was before, he built a new window set back in the main wall of the house and not a bay window at all. The evidence shewed that owing to the aged and dilapidated condition of the house, in order to fulfil the requirements of the London County Council, a bay window could only be erected by supporting it on fire-resisting, self-supporting cantilevers, or by two columns from the ground to the outer corners of the window. The plaintiff alleged that the value of the premises and of her reversion had been damaged by the substitution of the present window for the bay window, and that she was under serious liability to her immediate lessor arising from the defendant's acts, and claimed that the defendant be ordered to restore the premises to the condition in which they were when the lease was granted.

KEKEWICH, J., held that it was impossible for the defendant to replace the window, as that meant making good the defects in the original structure, and he could not consistently with the requirements of the London County Council substitute a window similar to the old one; he therefore was justified in pulling it down; to erect a window supported by columns would be erecting a different and new window better and more permanent. This seemed to bring the case within *Lister* v. *Lane* (41 W. R. 626; 1893, 2 Q. B. 212). The defendant had been prevented from performing his contract by *vis major* in the shape of the London County Council. It was urged that the defendant's action would lay the plaintiff open to attack by the superior landlord, but in his lordship's opinion she was equally protected with the defendant if any action on the similar covenant in her lease was commenced against her. There would therefore be judgment for the defendant with costs.—COUNSEL, *Stewart Smith*, K.C., and *Percy F. Wheeler; Warrington*, K.C., and *Eustace Smith*. SOLICITORS, *J. B. Roberts & Wrightson; Harrison & Davies*.

[Reported by C. W. MEAD, Esq., Barrister-at-Law.]

Re **T. (DECEASED).** Kekewich, J. 24th Jan.

TRUSTEE—TRUST ESTATE—UNAUTHORIZED INVESTMENTS—JURISDICTION OF THE COURT TO ALLOW TRUSTEES TO HOLD UNAUTHORIZED INVESTMENTS—PRACTICE OF COURT.

This summons came before Kekewich, J., in chambers. The applicant was tenant for life of a considerable personal estate under certain wills, under which, subject to her life interest, the property was settled upon such of her children, other than her eldest son, and in such shares as she should by deed or will appoint. The applicant had exercised her power of appointment and the appointees had settled their shares. It appeared that the income of the applicant was subjected to considerable demands from persons who had a claim on her, and, in order to raise money, the applicant had insured her life in various offices for large amounts, and had mortgaged her life interest to secure the interest and premiums. The demands made upon the income of the applicant continued to increase, and in order if possible to increase her income so as to provide for these increasing demands, the applicant took out this summons, asking that the trustees of the wills should, notwithstanding the trusts of the wills, be authorized to take an assignment of the mortgage on the applicant's life interest. The evidence in support of the summons shewed that if the assignment was authorized, the income of the applicant would be materially increased, as the interest on the mortgage was greater than the interest which accrued from the existing investments of the trust funds, and further shewed that the proposed investment would be a perfectly safe one for the trustees to make, and would, moreover, be for the benefit of the beneficiaries.

KEKEWICH, J., delivered judgment in open court. His lordship said that as the proposed investment was clearly not authorized by the instruments of trust, the question was whether, assuming it to be safe and beneficial, the court could or ought to sanction it. Generally speaking the duty of the court was to administer the trusts placed under its control, and not to exceed the limit of investment fixed by the instrument creating the trusts. But there were exceptions to this general rule. The most common application going beyond the administration of a trust according to the instrument creating it was one for advances for the benefit of an infant out of capital. His lordship said that he had never hesitated to do this when satisfied that the advancement was beneficial, and where an infant was only contingently interested it was his practice to include in the advance the sum necessary to effect a policy of assurance to cover the contingency. Another frequent application was in cases where a testator, engaged in trade, had failed to provide for its continuance, and perhaps directed it to be realized, but realization, except at break-up prices, turned out to be impossible, whereas the business, if carried on, would yield an income sufficient to support the family, which would otherwise be penniless; in such cases it was often proposed to carry on the business, and sometimes even to apply part of the estate in the purchase of stock-in-trade. Applications to this end required exceeding care, but the exercise of such extraordinary jurisdiction had the sanction of established practice and was generally justified by beneficial results. Equally frequent of late years had been the applications for sale to a joint stock company of the business owned by the testator, where no power for that purpose is contained in the will. Equal caution should in such cases be observed by the judge, but if he were satisfied that for want of working capital or other reasons the business could not be carried on as the testator intended it to be, and that no sale for cash was possible, there was no sufficient reason for the court to refuse its sanction to the proposal. Analogous to that class of cases were those where a reconstruction of a company was contemplated. The above cases were illustrations of the exercise by the court, justified by practical necessity of the case, of jurisdiction going beyond the mere administration of trusts according to the terms of the instrument creating them. There might be added illustrations of the refusal of the court to exercise this extraordinary jurisdiction, but all the cases of refusal might be grouped under one of two classes, either cases where there was no urgency, and the existing state of things might without great mischief be allowed to remain, or cases where the terms on which the advantage could be gained were such that the court by accepting them would create a new trust in lieu of that which it was administering. His lordship then reviewed some of the authorities on the question, referring to *The West of England and South Wales District Bank* v. *Murch* (31 W. R. 467, 23 Ch. D. 138) and *Re Crawshay, Dennis* v. *Crawshay* (33 SOLICITORS' JOURNAL 126, 60 L. T. N. S. 357), and *Re Morrison, Morrison* v. *Morrison* (49 W. R. 441; 1901, 1 Ch. 701) (where Buckley, J., said that in his opinion "there does not reside in this court any power to authorize trustees to take, on the ground that it is beneficial, an investment which the testator has not authorized"), and *Re New's Settlement* (50 W. R. 17; 1901, 2 Ch. 534). The foundation of the exercise of jurisdiction by the court was to be found in the remarks of Romer, L.J., who in *Re New's Settlement* said: "The principle seems to be this, that the court may on an emergency do something not authorized by the trust; it has no general power to interfere with or disregard the trusts, but there are cases where the court has gone beyond the express provisions of the trust instrument—cases of emergency, cases not foreseen or provided for by the author of the trust, where the circumstances require that something should be done. It need scarcely be said that the court will not be justified in sanctioning every act desired by trustees and beneficiaries merely because it may appear beneficial to the estate." The case of *Re New's Settlement* was valuable and useful as giving the authority of the Court of Appeal to what otherwise depended on the practice of the court and to some extent on the views of particular judges, but it did not purport to extend or enlarge the jurisdiction of the court. In the present case his lordship had a similar application to the one made in *Re Morrison* (*ubi supra*), where Buckley, J., held that the application could not be granted, and his lordship could find no reason in the judgment of the Court of Appeal in *Re New's Settlement* (*ubi supra*) for departing from what was said by Buckley, J., in the former case. In the course of the argument it had been suggested that inasmuch as the court now has under the Judicial Trustee Act, 1896, authority to excuse a trustee from liability for a breach of trust committed, or in other words to bind the beneficiaries to accept what was done, as if it was no breach at all, therefore the court must have power to exercise that authority by anticipation and to excuse a trustee from liability for a breach of trust contemplated. With that suggestion his lordship could not concur, and to extend the statutory provision as suggested would, in his lordship's opinion, be a subversion of the principle. His lordship accordingly made no order on the summons and no order as to costs.—COUNSEL, *Warrington*, K.C., and *Northcote*; *Hornell*; *Brabant*. SOLICITOR, *J. Bertram*.

[Reported by C. B. CAMM, Esq., Barrister-at-Law.]

SCOTT *v.* **COULSON.** Kekewich, J. 20th Jan.

CONTRACT—SETTING ASIDE CONTRACT ON THE GROUND OF COMMON MISTAKE—DATE TO WHICH COMMON MISTAKE SHOULD BE REFERRED—NO DELAY IN SEEKING AID OF THE COURT.

This was an action to set aside and cancel an agreement, whereby the plaintiffs had agreed to sell and assign to the defendants a policy of assurance upon the life of a third party, upon the ground of a common mistake. The plaintiffs were the executrixes of the will of James William Prior, and the policy formed part of his personal estate. By an agreement dated the 19th day of March, 1902, the plaintiffs agreed, in consideration of a sum of £460, to sell and assign to the defendants a policy of assurance upon the life of Alfred Death, effected with the Scottish Widows' Fund and Life Assurance Society, for the sum of £500 and bonuses. The sale was completed and the assignment executed on the 19th day of April, 1902. It subsequently appeared, however, that Mr. Death had, in fact, died on or about the 23rd of December, 1899, and that thereupon there became due on the policy the sum of £777 10s. 4d. The evidence shewed that, although at the date of the contract neither the plaintiffs nor the defendants were aware of the assured's death, yet that in the interval between the date of the contract and the date of the assignment, the defendants received information which led them to believe that Mr. Death was dead at the date of the contract, and that the defendants had not disclosed this information to the plaintiffs, notwithstanding they had undertaken to communicate to them any information they might receive as to the existence of the assured. The plaintiffs, therefore, brought this action to have the agreement of the 19th of March, 1902, set aside and cancelled, and the assignment of the 19th of April, 1902, set aside. The plaintiffs argued that the contract should be set aside upon the ground of a common mistake, and they relied on *Smith* v. *Hughes* (19 W. R. 1059, L. R. 6, Q. B. 597). On behalf of the defendants it was argued that it was immaterial whether they were aware of the death of the assured at the date of the assignment or not, provided (as the fact was) that they were not aware of it at the date of the agreement, and, further, that they were not under any obligation to disclose the fact of such death to the plaintiffs.

KEKEWICH, J., said that the case raised an interesting point of law. It was common ground that at the date of the contract for sale of the policy both parties to the contract supposed the assured to be alive, the result being that the plaintiffs were willing to accept, as the best price they could get for the policy, a sum which was slightly in advance of the surrender value to be obtained from the office, and very much below the sum due on the death of the assured. As a matter of fact, the assured was dead. It followed, therefore, that the parties contracted under a common mistake. In *Smith* v. *Hughes* (*ubi supra*), Hannen J., had defined, in language which at first sight looked somewhat confused, but was not really so at all, what was the common mistake which would justify one party to a contract in refusing to perform it. In that case the plaintiff had sold oats to the defendant by sample, and the defendant refused to fulfil his bargain, on the ground that he thought he was buying old oats, whereas, in fact, the oats were new. Hannen, J., in that case said that, in order to relieve the defendant, it was necessary that the jury should find, not merely that the plaintiff believed the defendant to believe he was buying old oats, but that he believed the defendant to believe that he, the plaintiff, was contracting to sell old oats. Applying that principle to the present case, the plaintiffs here believed the defendants to believe that they were buying a policy on a life then in being, and they further believed that the defendants believed the plaintiffs to be selling a policy on a life in being. To what date should that common mistake be referred? In his lordship's opinion it ought to be referred to the date of the contract. From that date the policy belonged in equity to the purchasers, and, as at present advised, he did not think that any information obtained by them after that date would, in the absence of special agreement, affect their conscience or prevent them from accepting the policy-moneys, if they were otherwise entitled thereto, and he proceeded upon that footing. It did not follow that if the contract was entered into on the ground of a common mistake of fact in a material matter, therefore, the completion of the contract stood. On behalf of the defendants it was said that no case had been cited shewing that a contract of that kind could be set aside after completion. The two cases of *Colyer* v. *Clay* (7 Beav. 188) and *Cochrane* v. *Willis* (14 W. R. 19, L. R. 1 Ch. 58), which had been cited to him, scarcely went to the length of saying that it was the practice of the court to set aside a contract after completion on that ground. But in the latter case, where an agreement was entered into by a tenant in tail on the assumption that the tenant for life was alive, when, in fact, he was dead, Knight Bruce, L.J., said: "It would be contrary to all the rules of equity and

common law to give effect to such an agreement, or to hold that such a person ought to be bound by it." His lordship did not think that Knight Bruce, L.J., would have used that language if he had thought that the contract could not have been set aside. No doubt the court was extremely averse, even where there had been something like fraud, to setting aside a contract after completion; but that hesitation did not apply where the plaintiff came promptly and where the parties could without difficulty be restored to the position in which they were before the contract. Both these conditions had been fulfilled in the present case. No one could say that an action to set aside a contract entered into in March, 1902, had been delayed when it was tried in January, 1903, and there was no difficulty in paying back to the defendants the money which they had paid. There was, therefore, nothing to prevent the court from doing what was manifestly just. His lordship accordingly gave judgment for the plaintiffs, with costs.—COUNSEL, *Warrington*, K.C., and *H. Dobb; Stewart Smith*, K.C., and *St. John Clerk*. SOLICITORS, *Walker, Son, & Field*, for *A. A. Walker*, Cambridge; *Dubois & Williams*, for *R. C. & S. Burrows*, Cambridge.

[Reported by C. B. CAMN, Esq., Barrister-at-Law.]

LONDON AND COUNTY CONTRACTS (LIM.) *v.* TALLACK. Kekewich, J. 19th Jan.

BANKRUPTCY—UNDISCHARGED BANKRUPT—TITLE OF TRUSTEE IN BANKRUPTCY TO AFTER-ACQUIRED REAL PROPERTY OF BANKRUPT—BONA FIDE PURCHASER FOR VALUE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), ss. 44, 54.

This was a witness action, in which the plaintiffs claimed to be entitled to the equity of redemption in certain freehold property which they had purchased from an undischarged bankrupt, and sought to redeem the mortgage secured thereon. The circumstances were shortly as follows. On the 22nd of August, 1900, George Carter purchased certain freehold property at Epsom. Carter had been adjudged a bankrupt in 1891, and was, at the time of the transactions herein mentioned, an undischarged bankrupt. On the 15th of October, 1900, Carter mortgaged the property in question to Miss E. N. Mason to secure £230 and interest, and on the 18th of December, 1900, he conveyed the equity of redemption in the property to the plaintiffs for the sum of £20. The plaintiffs, who were not aware that Carter was an undischarged bankrupt, entered into possession of the property, and spent a considerable sum in building thereon. The plaintiffs gave notice of the purchase to the mortgagee, who, on the 20th of December, 1900, transferred her interest to the defendant. The defendant subsequently heard that Carter was an undischarged bankrupt, and, on the 21st of October, 1901 he acquired from the official receiver as trustee of the bankrupt's property all his interest in the land in question. The defendant disputed the plaintiffs' title on the ground that the conveyance of the 18th of December, 1900, was inoperative to confer on the plaintiffs any right or title to the equity of redemption as against the official receiver. The plaintiffs thereupon brought this action. On behalf of the plaintiffs it was argued that the case was covered by the decision in *Cohen* v. *Mitchell* (38 W. R. 557, 25 Q. B. D. 262), in which it was laid down that until the trustee in bankruptcy intervenes, all transactions by a bankrupt after his bankruptcy with any person dealing with him *bonâ fide* and for value, in respect of his after-acquired property, whether with or without the knowledge of the bankruptcy, are valid against the trustee, and that although it had been held by Chitty, J., in *Re New Land Development Association and Gray* (40 W. R. 295; 1892, 2 Ch. 138), and by Farwell, J., in *Bird* v. *Philpot* (1900, 1 Ch. 822), that the principle of *Cohen* v. *Mitchell* did not apply to real estate, yet the Court of Appeal in *Cohen* v. *Mitchell* had not so limited the principle, and that as the plaintiffs were *bonâ fide* purchasers for value without notice of the bankruptcy, their title ought to prevail over that of the official receiver. The defendant was not called upon.

KEKEWICH J., said that the question was whether Carter could acquire real estate except for the benefit of the official receiver or his trustee in bankruptcy, and also whether he could give a good title to the plaintiffs. The plaintiffs relied on *Cohen* v. *Mitchell* (*ubi supra*), and no doubt that case, standing alone, would be an authority in favour of the plaintiffs; but it had been held by Chitty, J., in *Re New Land Development Association and Gray* (*ubi supra*) that the principle laid down in *Cohen* v. *Mitchell* did not apply to real estate, and although the Court of Appeal did not decide the point, they appeared to support Chitty, J.'s, view. Moreover, the same point came before Chitty, J., in *Re Clayton and Barclay's Contract* (43 W. R. 549; 1895, 2 Ch. 212), where the learned judge adhered to his former opinion and treated the point as having been approved by the Court of Appeal, but held that *Cohen* v. *Mitchell* did apply to leaseholds. *Re New Land Development Association and Gray* had been followed in *Bird* v. *Philpott* (*ubi supra*) by Farwell, J., who considered it to be binding on him. Under these circumstances his lordship was bound to hold that the principle laid down in *Cohen* v. *Mitchell* did not apply to freeholds, and accordingly judgment was entered for the defendant.—COUNSEL, *Woodfin; Muir Mackenzie*. SOLICITORS, *Mason, Son, & Co.; Yielding, Piper, & Tallack*.

[Reported by C. B. CAMN, Esq., Barrister-at-Law.]

***Re* RYLAND. ROPER *v.* RYLAND.** Byrne, J. 26th Jan.

CHARITY—WILL—TERMINABLE INTEREST IN REAL ESTATE GIVEN TO CHARITY—OFFICIAL TRUSTEE—LAND—CHARITABLE USES ACT, 1891, ss. 3 AND 5.

This was an originating summons raising the question whether a share in the rents and profits of certain freehold and leasehold properties given among certain charities was "land" within the meaning of the Charitable Uses Act, 1891, s. 3, and whether such share not having been sold within a year had, under section 5, vested in the Official Trustee of Charity Lands. The facts of the case were as follow: By his will bearing date the 13th of July, 1900, Mr. William Ryland, late of Sheffield, devised and bequeathed his real and personal estate to his trustees and their heirs, and, *inter alia*, after giving directions for the sale of certain pictures within twelve months of his decease, directed that his trustees should invest the moneys derived from such sale on authorised securities or ground-rents or otherwise as therein mentioned, and that the income should be applied during the lifetime of testator's wife after satisfying certain annuities as to one-fourth to testator's wife, and as to the remaining three-fourths for certain charitable institutions. And testator directed that the trustees should sell no part of his freehold and leasehold estates during the life of his wife without her consent. And testator desired that the residue of his estate should be divided among certain charities as therein mentioned. By a codicil dated the 4th of October, 1900, testator directed that the moneys payable to his wife should be realized out of his general estate, and not only out of the proceeds of sale of the pictures, that the directions as to the mode of investment of funds derived from the sale of pictures should apply to the investment of the general estate, and that the income of the general estate, after satisfying the annuities, should be applied in the same manner as the income arising from the pictures. At the date of the application certain parts of testator's freehold and leashold estates were unsold, and the testator's widow was still alive.

BYRNE, J., held that two interests were given to the charities under the will—(1) a reversionary interest in the proceeds of sale of land, which was not land within the meaning of the Act, and (2) an immediate terminable interest on land which the trustees were forbidden to sell without the consent of the widow. The last was land within the meaning of the Act, and had vested in the official trustee.—COUNSEL, *George Care*; *Levett*, K.C., and *Vale Nicolas*; *Vaughan Hawkins*; *W. McCann*; *Romer*; *Peterson*; *Leigh Clare*. SOLICITORS, *Williamson, Hill, & Co.*; *Frank Richardson & Sadler*; *Johnson, Weatherall & Sturt*, for *Broomhead, Wightman & Moore*, Sheffield.

[Reported by J. ARTHUR PRICE, Esq., Barrister-at-Law.]

ROSLING & FLYNN (LIM.) *v.* LAW GUARANTEE AND TRUST CO. Buckley, J. 23rd, 24th, and 28th Jan.

PRACTICE—ACTION BY COMPANY IN LIQUIDATION—INTERLOCUTORY INJUNCTION—PERSONAL UNDERTAKING IN DAMAGES BY LIQUIDATOR.

The plaintiff company had, by a debenture trust deed, mortgaged its assets to the defendants, the Law Guarantee and Trust Society, who had, under the power contained in the trust deed, contracted to sell them to certain other defendants. The plaintiff company, which was in liquidation, brought an action to redeem the security and to restrain the Law Guarantee and Trust Society from proceeding with the proposed sale. The matter now came on as a motion for an interlocutory injunction, which his lordship granted. The persons who had contracted to purchase then applied that the liquidator should give a personal undertaking in damages. It was contended that the plaintiff must give such an undertaking on every interlocutory injunction, and on the authority of *Westminster Association (Limited)* v. *Upward* (24 SOLICITORS' JOURNAL 690.) that the liquidator of a company is the person to give it. *Ex parte Abrams* (50 L. T. 184) was cited as shewing that an analogous rule prevailed in bankruptcy. The cases shewed, it was said, that it was the practice of the court that an insolvent company only obtain an injunction if it can get its liquidator to give a personal undertaking.

BUCKLEY, J., said that under section 69 of the Companies Act, 1862, the defendants could have applied that the company should give security for the costs, but they had not done so. It was unreasonable that they should now ask for an order that the liquidator, who was not a party to the action, but was merely a ministerial officer of the company, should bear a personal liability. The intention of the Companies Acts was that the assets of the company should be liable, and not the liquidator personally. It was said that there was an established practice to the contrary; but in the case of *Westminster Association (Limited)* v. *Upward*, to which he had been referred, the counsel for the plaintiff had offered to give the undertaking on behalf of the liquidator. He therefore declined to make the order.—COUNSEL, *Astbury*, K.C., and *G. Care*; *Buckmaster*, K.C., and *E. Beaumont*; *H. Terrell*, K.C., and *H. M. Humphry*. SOLICITORS, *Warren, Murton, & Miller*, for *Mosemen, Atkinson, & Blankley*, Bradford; *Gribble, Oddie, Sinclair, & Johnson*; *Leslie & Hardie*, for *Last & Betts*, Bradford.

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

***Re* LORD ELLENBOROUGH.** Buckley, J. 22nd and 28th Jan.

VOLUNTARY SETTLEMENT BY DEED—ASSIGNMENT OF SEIS SUCCESSIONIS—CONTRACT TO ASSIGN WHEN ENTITLED—VALIDITY.

This summons raised a question as to the effect of a voluntary settlement of a mere expectancy. At the date of the settlement the applicant, her brother and sister were each entitled to certain property absolutely. The applicant had the expectation that, by reason of the state of health and her relationship to them, she might (as was subsequently the case) be the survivor, and might, under their respective wills or intestacies, become entitled to their property. In this state of facts, by a deed, executed on the 22nd of December, 1893, she made a voluntary settlement granting and assigning to trustees upon certain trusts the property to which she, in the event of the death of her brother and sister

respectively in her lifetime, might become entitled under their respective wills or intestacies. Her sister and brother died in her lifetime, intestate. No question arose as to the property coming to her from her sister, which she had handed over to the trustees. The present summons was taken out by her to determine the question whether she was obliged to hand over to the trustees the property coming to her from her brother. A writ had also been issued by the trustees against the applicant seeking to recover the funds. On her behalf it was contended that the *spes successionis* was not a possibility coupled with an interest which would lie in grant within 8 & 9 Vict. c. 106, s. 6, and on the authority of *Meek* v. *Kettlewell* (1 Ha. 464, 1 Ph. 342), that the purported assignment did not operate as a contract to settle the property, when she became entitled to it, which was enforceable in equity against the settlor. It was also said that *Meek* v. *Kettlewell* had not been overruled on this point by *Kekewich* v. *Manning* (1 D. M. & G. 176). On behalf of the trustees, it was submitted, on the authority of *Tailby* v. *Official Receiver* (13 A. C. 523, 533), that the property had been actually assigned by the settlement, and that therefore it was immaterial whether the assignee was or was not a volunteer. *Re Parsons* (45 Ch. D. 51), *Re Tilt* (74 L. T. 163), White & Tudor's Equity Cases (7th ed.), vol. 2, p. 851; Fearne on Contingent Remainders, p. 551; and Lewin on Trusts, chapter 6, were also referred to.

BUCKLEY, J, in a reserved judgment, after stating the facts and that the applicant had at the date of the settlement only a *spes successionis*, which was not a title to property (*Re Parsons*), said that the question was whether a volunteer could enforce a contract made by deed to dispose of an expectancy. It could not be, and was not, disputed that if the deed had been for value the trustees could have enforced it. If value were given, it was immaterial what was the form of assurance by which the disposition was made, or whether the subject of the disposition was capable of being thereby disposed of or not. An assignment for value bound the conscience of the assignor. A court of equity, as against him, would compel him to do that which *ex hypothesi* he had not yet effectively done. Future property, possibilities, and expectancies were all assignable in equity for value: *Tailby* v. *Official Receiver*, at p. 548. But when the assurance was not for value, a court of equity would not assist a volunteer. In *Meek* v. *Kettlewell*, affirmed by Lord Lyndhurst, the exact point arose which he had here to decide, and it was held that a voluntary assignment of an expectancy, even though under seal, would not be enforced by a court of equity. It was, however, suggested that that decision had been overruled or affected by the decision of the Court of Appeal in *Kekewich* v. *Manning*, and a passage in White and Tudor's Equity Cases had been referred to on the point. In his opinion *Kekewich* v. *Manning* had no bearing upon that which had been decided in *Meek* v. *Kettlewell*. The assignment in *Kekewich* v. *Manning* was not of an expectancy, but of property. The point of *Meek* v. *Kettlewell* and of the case before him was that the assignment was not of property, but of a mere expectancy. On the 22nd of December, 1893, that with which the grantor was dealing was not her property in any sense. She had nothing more than an expectancy. In *Re Tilt* there was again a voluntary assignment of an expectancy, and the point was not regarded as arguable. In his judgment, the interest of the plaintiff as sole heiress at law and next-of-kin of her brother, had not been effectually assigned to the trustees by the deed, and they could not call upon her to transfer to them his residuary real and personal estate.—COUNSEL, *Astbury*, K.C., and *A. Cordery*; *Buckmaster*, K.C., and *Wrangham*. SOLICITORS, *Burgess*, *Taylor*, & *Tryon*.

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

Re **M. A. UNDERWOOD (DECEASED).** *Re* **J. H. BOWLES (DECEASED).** U. *v.* W Joyce, J. 28th Jan.

PRACTICE—WRIT "NE EXEAT REGNO"—NON-COMPLIANCE BY TRUSTEE WITH ORDER TO PAY MONEY INTO COURT—EVIDENCE OF ACTUAL RECEIPT—DEBTORS ACT, 1869 (32 & 33 VICT. C. 62), S. 4, SUB-SECTION 3.

Motion. This action was commenced for the purpose of obtaining administration of the estates of the two above-named deceased persons, and to have a new trustee appointed of the will of the above-named M. A. Underwood, and for accounts and inquiries. The usual decree having been pronounced, the master, by his certificate, certified that there remained due from the defendant W., first, a sum of £133 0s. 11d. in respect of rents and profits of the real estate of J. H. Bowles, deceased, received by him as trustee thereof; next, a sum of £153 11s. 11d. in respect of personal estate received by him as the executor of M. A. Underwood; next, a sum of £122 19s. 8d. in respect of the rents and profits of real estate of the said M. A. Underwood received by him as trustee of her will; and, lastly, a sum of £288 12s. 3d. received by him in the life of the said M. A. Underwood, and held to her use. By the order made on further consideration, and dated the 16th of December, 1902, the defendant W. was ordered on or before the 20th of December, 1902, or subsequently within four days after service of the order, to lodge the said four sums in court to the credit of the action. A copy of the order was duly served upon W. upon the 20th of January, 1903, together with the paymaster's directions as to payment in. The order remained uncomplied with, and, it being understood that the defendant W. intended to sail for Canada on the 29th of January, application was made by motion against W. for a writ "ne exeat regno" to restrain his departure. The only evidence of the defendant's intention to leave the country was an affidavit of information and belief by the solicitor for the plaintiffs deposed to "from information given to me by several persons who are intimately acquainted with the defendant, and who have obtained their knowledge either directly or indirectly from the defendant himself, but who decline to depose to these facts or to allow me to use their names as informants." It was submitted that this evidence afforded the court sufficient information upon which to act in the manner desired, and that there was also sufficient evidence to shew that the money had been in the possession or under the control of the defendant within the meaning of the exception in section 4 (3) of the Debtors Act, 1869, obtainable from the master's certificate. The following cases were cited: *Collinson* v. —— (18 Ves. jun. 353), *Colverson* v. *Bloomfield* (29 Ch. D. 341), *Re Fewster*, *Herdman* v. *Fewster* (1901, 1 Ch. 44).

JOYCE, J., observed that it was an application of a most unusual kind. He should certainly never allow a writ "ne exeat regno" to issue unless he were absolutely certain he was right in so doing. In the present case the evidence as to the defendant's intention was not satisfactory, and, further than that, his lordship was not certain that the money had ever been "in his possession or under his control" within section 4 (3) of the Debtors Act, 1869. There was no strict evidence to shew it, or that he had ever actually received it. His lordship declined to depart from *Re Fewster* (*ubi supra*), and held that, inasmuch as no case was shewn which would have justified a writ of attachment issuing in other circumstances, so no case was shewn for issuing a writ "ne exeat regno" in the case before him. Writ refused.—COUNSEL, *J. G. Wood*. SOLICITORS, *Nussey & Fellowes*.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

M'MASTER AND OTHERS *v.* **BENSON.** Div. Court. 30th Jan.

TRADES UNION—CHECK-WEIGHER—DEDUCTIONS FROM MINERS' WAGES—COAL MINES REGULATION ACT, 1887 (50 & 51 VICT. C. 58), S. 14.

Appeal by the defendant from a decision of his Honour Judge Stevens, sitting at the Cockermouth and Workington County Court. The plaintiffs, who were non-union coal hewers employed in the Bertha pit in Cumberland, belonging to the Flimby Colliery Co., brought the action for a declaration that the defendant was a trustee of certain moneys and for an account. By section 14 of the Coal Mines Regulation Act, 1887, provision is made for the appointment of a check-weigher on behalf of the men, to be chosen by a majority of them by ballot, and for his wages by contributions from the colliers employed in the mine. In the Bertha Colliery a check-weigher was duly appointed, and sixpence a fortnight was deducted from the wages of all the men, including the plaintiffs, who were some four or five in number, by the coal owners under power given them by the statute, which overrode the general rule that there could be no such deduction by masters from the men's wages as being contrary to the express provisions of the Truck Act. The defendant was the treasurer of the check-weigher's fund and received the amount deducted from the men's wages by the coal owners and paid the check-weigher. He admitted that as treasurer he had received £137 9s. 8d. from the hewers' fund, and that he had paid the check-weigher £100. The defendant also acted as treasurer of a trades union, known as the Cumberland Miners' Union, and this balance he paid into the account of the Cumberland Miners' Union, acting, he said, in doing so on what was said to have been a resolution duly passed by delegates of that union. Accordingly, instead of returning the surplus money among all the men employed in the Flimby Colliery, the union only returned 4s. per man to the employees who belonged to their union, and ignored the men who, like the plaintiffs, either belonged to another trades union which had members working in the Flimby Colliery, or belonged to no union at all. Some of the men who participated had never contributed to the fund. This mode of distribution led to the present action, the plaintiffs claiming that the defendant was a trustee of the money subscribed for all the men, and as such had acted wrongly in paying the surplus into the Cumberland trades union fund. The county court judge adopted that view and directed an account, and from that decision the defendant appealed. Counsel on his behalf submitted that, as he had acted throughout as an official of his trades union, and had distributed the money in accordance with their direction, he was absolved from accounting to the men individually. Section 14 of the Coal Mines Regulation Act, 1887, contemplated the appointment of a check-weigher by a majority and by implication the administration of the fund provided for the paying of the men's check-weigher was left entirely in the hands of the authority appointed to deal with that matter by that majority. He submitted that as the Act placed the colliery owners under an obligation to deduct such a sum as the men decided ought to be deducted from their wages for this purpose, that if there was any complaint that the fund had been improperly applied the plaintiffs' cause of action would be against the colliery proprietors, who deducted the amounts from the workers' wages and handed it over to the treasurer of the trades union to be dealt with under the directions of the officials. Counsel for the respondent was not heard.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) dismissed the appeal, holding that the county court judge was right in deciding that the defendant had received this money as trustee on behalf of his fellow-workmen at the Flimby pits and was bound to render an account.—COUNSEL, *A. Henry*; *Norman Craig*. SOLICITORS, *Ledgard*, *Street*, & *Co.*, for *T. Milbourn*, Workington; *Speechly*, *Mumford*, *Rodgers*, & *Craig*, for *Lightfoot* & *Lightfoot*, Maryport.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

R. THOMPSON & SONS *v.* **NORTH-EASTERN MARINE ENGINEERING CO. (LIM.).** Kennedy, J. 30th Jan.

MASTER AND SERVANT—COMPENSATION FOR ACCIDENT—CLAIM SETTLED BY AGREEMENT—RIGHT IN THAT CASE OF THE APPLICANT'S EMPLOYERS TO INDEMNITY FROM THIRD PARTY—WORKMEN'S COMPENSATION ACT, 1897, S. 6.

In this case the plaintiffs, Messrs. Robert Thompson & Sons, shipbuilders,

of Sunderland, sued the defendants to recover certain sums which had been paid by them to a workman named Archibald, who had been paid this compensation by them in accordance with the provisions of the Workmen's Compensation Act, 1897, on the ground that the defendants were liable to indemnify the plaintiffs for past and future payments under section 6 of that Act. The facts were these: In December, 1901, both plaintiffs and defendants were engaged in executing repairs on the steamship *Lindisfarne* in a graving dock belonging to the Wear Commissioners, and on the 5th of that month, Archibald, a workman in the employment of the plaintiffs, was injured by the negligence of one of the defendants' workmen, who allowed a bag of coke to fall on his head while he was in the hold. Archibald gave notice of the accident, and made a claim against the plaintiffs for compensation under the Workmen's Compensation Act, and the plaintiffs settled the claim by agreement to pay the workman 19s. 2d. per week during the time he was totally or partially disabled. Subsequently the plaintiffs brought an action against the defendants to recover the sums they had paid to the workman, and for an indemnity in respect of payments which might be paid in future under the agreement, and based their claim upon section 6 of the Workmen's Compensation Act. That section provides "that where the injury for which compensation is payable under this Act was caused under circumstances creating a legal liability in some person, other than the employer, to pay damages in respect thereof, the workman may, at his option, proceed, either at law against that person to recover damages, or against his employer for compensation under this Act, but not against both, and if compensation be paid under this Act, the employer shall be entitled to be indemnified by the said other person." The action came on for trial at the Leeds Assizes before Kennedy, J., and a common jury, and the jury having returned a verdict to the effect that the accident occured to Archibald under circumstances that would render the defendants liable, had the workman sued them for damages, the learned judge reserved points of law which the desired to raise for further consideration. For the defendants it was urged that the word "proceed" in section 6 meant that proceedings must be actually taken before a county court judge sitting as arbitrator under the Act of 1897, or else in a court of law before the liability of "the said other person" to indemnify his master arose at all under the statute. That here no such "proceedings" having been taken, but a mere agreement made by the plaintiffs to pay the workman weekly during disablement such a sum as he would have been entitled to receive under an award, was insufficient to render them liable. In other words, the plaintiffs, in consideration of not being put to the expense and trouble of defending the claim in the county court, having agreed to a settlement with their workman, the other party was not liable to indemnify them. They submitted that if their construction of the section was not correct, persons in their position would have no protection against generous employers improperly settling claims and then requiring an indemnity without the merits of the claim being inquired into by a competent judge. For the plaintiffs, section 1 (3) and Schedule II. (8) were cited to shew that it was the intention of the Legislature that the Act should only lay down the scale of remuneration that an injured person might reasonably claim, and that if the masters refused to come to an agreement on those terms, then and then only was the question in dispute to be settled by arbitration. That being the scheme of the Act, the point raised by the defendants was one of no substsnce. *Cur. adv. vult.*

Jan. 30.—Kennedy, J., held that the plaintiffs were entitled to judgment with costs. The defendants' case was that here there had been no proceedings in the legal sense taken by the workman against the plaintiffs, and that being a condition precedent to the liability of a third party to indemnify the person against an award, had one been made for compensation, the defendants were entitled to judgment. He did not think there was anything in the Act which estopped the plaintiffs' action. In his view the "proceeding" referred to in the earlier part of section 6 might, as regarded the employer, be sufficiently fulfilled by the workman making a claim under section 2 (i.), as was done in this case. Moreover, the memorandum of agreement had been duly recorded in accordance with Schedule II. (8) of the Act. He thought that an agreement was contemplated by the Act as a method of settlement that would very generally be adopted, and that the agreement here arrived at between the plaintiffs and their workman was a *bonâ fide* settlement under the Act, and therefore one that the plaintiffs could enforce against the defendants. Judgment for plaintiffs accordingly.—Counsel, *Scott Fox*, K.C., and *Roche*; *Manisty*, K.C., and *Shortt*. Solicitors, *Botterell & Roche*, Sunderland; *Marshalls*, Sunderland.

[Reported by Erskine Reid, Esq., Barrister-at-Law.]

BENSON *v.* **FURNESS RAILWAY CO.** Div. Court. 30th Jan.

Negligence—Starting Train Without Warning with Carriage Doors Open—Passenger's Hand Injured by Door of Carriage Being Slammed—Liability of Railway Company.

Appeal by the defendant railway company from a decision of the judge of the Ulverston County Court, who had held that there was evidence of negligence which rendered them liable to pay damages which the jury had found the plaintiff was entitled to. The plaintiff, a boy, was travelling on the defendants' line from Dalton to Ulverston. The train stopped at an intermediate station and some passengers who had been travelling in the carriage in which the plaintiff was, got out, leaving the door open. The plaintiff was near the door and had to move some parcels on the rack to make room for some people who got into the carriage, and to do so, steadied himself, by placing one hand on the door panel, and whilst he was in that position the train started, and the station master, as the carriage passed him, banged the door to, with the result that one of the plaintiff's fingers was injured. The railway company appealed.

The Court (Lord Alverstone, C.J., and Wills and Channell, JJ.) allowed the appeal.

Lord Alverstone, C.J., in giving judgment, said on behalf of the plaintiff it was contended that there should have been some warning to the passengers before the door of a railway carriage was slammed to. On the other side it was said that the plaintiff had failed to establish any such negligence on the part of the defendants' servants as rendered them liable for the accident. He was anxious that nothing he might say should be taken to be a *dictum* that if a train was started quickly or under circumstances which might embarrass a passenger there might not be negligence. He could not accept the plaintiff's contention that before doors were shut on railway carriages there must be some warning given in order to put people on their guard. Until the boy's hand was nipped by the closing door nobody knew it was there. Under the circumstances he could not hold that in this case there was any evidence of negligence on which the county court judge ought to have held that the railway company were liable. The appeal must therefore be allowed with costs.

Wills and Channell, JJ., concurred.—Counsel, *Compton Smith*; *Lowenthal*. Solicitors, *Solicitor to the Company*; *Brash, Wheeler, Umney, & Chambers*, for *Thompson & Hodgson*, Kendal.

[Reported by Erskine Reid, Esq., Barrister-at-Law.]

STONE & CO. *v.* **MIDLAND RAILWAY CO.** Div. Court. 26th Jan.

Railway—Carriage of Non-perishable Articles by Passenger Train—Carriage and Delivery—Inclusive Charges for Collection—Collection by Consignor—Right to Rebate.

This was an appeal by the defendants from the judgment of Judge Austen, sitting at the Bristol County Court. The action was brought by the plaintiffs to recover from the defendants the sum of one shilling, received by the defendants to the use of the plaintiffs. The facts of the case shewed that the plaintiffs collected goods for transit by the defendant company, and handed them over to them either at their goods or passenger station. As regards goods collected by plaintiffs for transit by goods train, and which the defendants carried under a rate which included a charge for collecting, it appeared that the defendants had always on demand paid to the plaintiffs a rebate for the amount which represented the charge for collection. The goods which the defendant company carried by passenger train were charged for under two scales, one where the company undertook the ordinary liability of common carriers, the other where they carried them at the owner's risk. The ordinary scale included collection and delivery. The other scale had appended to it a list of articles against each of which was placed either the letter "C," which signified "including collection," or "D," which signified "including delivery," or the letters "S S," which signified "only from station to station." In this list of articles was the item "Tailors' unfinished and finished clothing," and against this item were the letters "C D." In August, 1901, the plaintiffs collected three boxes of tailors' goods, which they delivered to the defendants at their passenger station at Bristol to be carried to Southampton by passenger train at owner's risk, and they paid £1 for the carriage thereof. At the hearing in the county court it was contended, on behalf of the plaintiffs, that as the rate for tailors' goods purported to include collection the defendant company should allow the plaintiffs a rebate in respect of the collection by them. On behalf of the company it was contended that a rebate could only be claimed in respect of goods carried by goods train, where the charges were subject to a maximum limit and are dissected, and that a claim for a rebate could not be made in respect of goods carried by passenger train, where the charges were not subject to any maximum limit, and where the company, not being bound to carry by passenger train any merchandize other than perishable articles, could make what charges they thought fit. The judge gave judgment for the plaintiffs for one shilling as respecting the cost incurred in collecting the parcels, and held that although the company were not bound to carry by passenger train any articles other than those which were perishable, yet if they did so they must carry them subject to the obligations imposed upon them when they carry small parcels by goods train. From this judgment the railway company now appealed.

The Court (Lord Alverstone, C.J., and Wills and Channell, JJ.) allowed the appeal, holding that the company were justified in making an inclusive charge for the carriage of non-perishable goods by passenger train. Appeal allowed.—Counsel, *Balfour Browne*, K.C., and *Weatherley*; *Crippe*, K.C., and *Noble*. Solicitors, *Burgess, Cozens, & Co.*, for *C. E. Isbell*, Bristol; *Beale & Co.*

[Reported by E. G. Stillwell, Esq., Barrister-at-Law.]

STILES *v.* **ECCLESTON.** Div. Court. 28th Jan.

County Court—Jurisdiction—Power of Judge to Grant Injunction—Judicature Act, 1873 (36 & 37 Vict. c. 66), s. 89.

This was an appeal of the defendant Eccleston from his Honour Judge Wilmot, restraining her from carry on the business of a dressmaker within ten miles of Mildenhall, and raised the question as to the power of a county court judge to grant an injunction when no other relief is claimed. From the statement of counsel it appeared that the defendant, whose maiden name was Frere, entered the plaintiff's service, he carrying on business (*inter alia*) as a dressmaker. In June, 1901, she signed the agreement sued upon. She was dismissed in August, 1901, and in December, 1901, she married Eccleston, who also carried on business as a dressmaker in Mildenhall. The agreement contained a clause fixing the damages in case of a breach at £40, but the plaintiff made no other claim than that for an injunction. For the defendant it was contended that the county court judge had no jurisdiction to grant

an injunction against the defendant as no damages were claimed. The only power given to the county courts to grant injunction was under section 89. That section provides that every inferior court which now has, or may after the passing of this Act have, jurisdiction in equity . . . shall, as regards all causes of action within its jurisdiction for the time being have power to grant . . . such relief, redress, or remedy . . . in as full and ample a manner as might and ought to be done in any court of justice. Counsel cited *Martin* v. *Bannister* (28 W. R. 143, 4 Q. B. D. 491), *General Accident Corporation* v. *Knott* (1902, 1 K. B. 397). Counsel for the plaintiff was not called upon.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J.—This is a point which has not apparently hitherto been decided. It is contended by the defendant that the county court judge had no jurisdiction to deal with this case because no sum of money was claimed. But in the agreement between the parties the damages were fixed at a sum less than that sufficient to give the county court judge jurisdiction. I think on that point *Martin* v. *Bannister* is conclusive. Section 89 of the Judicature Act shews that any court having equity jurisdiction has the power of granting "such relief or remedy as might be done in a court of justice."—COUNSEL, *Hon. M. M. Macnaghten*; *A. M. Talbot*. SOLICITORS, *Bridges, Sawtell, & Co.*, for *T. P. Bendall*, Newmarket; *Edgar Robins & Clark*, for *Salmon & Sons*, Bury St. Edmunds.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

MATVEIEFF & CO. *v.* CROSSFIELD. Com. Court. 24th Jan.

INSURANCE (MARINE)—LLOYD'S POLICY—CUSTOM—SETTLEMENT IN ACCOUNT—INSURANCE BROKERS AND UNDERWRITERS.

By a Lloyd's policy dated the 4th of July, 1899, the plaintiffs were insured on 866 baskets of tea valued at £3,373 from Hankow to Tuimen. The said policy was partly underwritten by the defendant. During the currency of the policy the tea was totally lost by perils insured against. The insurance brokers had a running account with the defendant which was periodically settled, the underwriter setting off premiums due to him as against sums due by him to the brokers for losses under policies so effected, which was in accordance with the custom of Lloyd's. The brokers were employed by the plaintiff to collect the said loss. In a settlement of accounts between the brokers and the defendant, the brokers were credited with the sum for which the defendant was liable in regard to the policy in question. The brokers did not pay the plaintiff the sum due, and became bankrupt, whereupon the plaintiffs sued the underwriter. For the defendant it was contended that there was a well-known custom of Lloyd's whereby insurance brokers employed to collect losses from underwriters collected such losses by a settlement in account between themselves and the underwriters. Further, that the plaintiff must be taken to have had knowledge of the custom, the plaintiff having been in the habit of dealing with insurance brokers with periodical settlements and not in respect of each separate policy. Even if the plaintiff did not know of the custom he was bound by it. The employment of a broker to effect a policy at Lloyd's was sufficient to bind the assured by its custom. Since the decision of *Robinson* v. *Mollet* (L. R. 7 H. L. 802), *Sweeting* v. *Pearce* (9 W. R. 343) was no longer law. For the plaintiff it was admitted that such a custom existed, but it was contended that the plaintiff was not bound by it unless he knew of its existence, which he did not.

KENNEDY, J., in giving judgment, said that as a fact the plaintiff did not know of the custom, that it lay on the defendant to prove that the plaintiff knew of the existence of such a custom, and the case of *Sweeting* v. *Pearce* was not affected by *Robinson* v. *Mollet*. Judgment for plaintiff.—COUNSEL, *J. A. Hamilton*, K.C., and *Lochnis*; *Scrutton*, K.C., and *Mackinnon*. SOLICITORS, *Walton, Johnson, Bubb, & Whatton*; *Thomas Cooper & Co.*

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

BLORE *v.* GIULINI AND ANOTHER. Wright, J. 16th Jan.

LANDLORD AND TENANT—LEASE—POWER GIVEN TO LESSEE TO DETERMINE LEASE ON NOTICE—LESSOR'S REMEDIES FOR PAST BREACHES OF COVENANT NOT RESERVED—LIABILITY OF LESSEE.

In this case a point of law was raised on the pleadings. The action was by a lessor against a lessee to recover damages for breach of covenant to repair. The plaintiff granted to the defendants a lease of a dwelling-house, 36, Brompton-square, for the term of fourteen years, from the 25th of March, 1895. The lease contained the usual covenant by the lessees to repair and deliver up the premises in good repair. There was also contained in the lease a proviso giving power to the lessees to determine the lease at the end of the first seven years on giving six calendar months' notice in writing, and in such case it was provided that "the said indenture and every other clause, matter, and thing therein contained, shall, upon the expiration of the said notice, cease and determine and be void, anything therein contained to the contrary notwithstanding." There was no provision in the deed that the exercise by the lessee of the power to determine the lease should be subject to the lessor's rights and remedies for past breaches of the covenant to repair by the lessees. The defendants determined the lease at the end of the first seven years by giving six months' notice and gave up the premises without doing any repairs. On the plaintiff bringing his action for breach of the covenant to repair, the defendants pleaded that upon the determination of the lease they were discharged from all liability upon the covenant. At the hearing it was contended on behalf of the defendants that the covenant to repair was gone by reason of the words of the proviso, and that there were no words reserving the lessor's rights which were usually reserved, and that the lessor, having failed to give notice to repair on receiving lessees' notice to determine, had now no remedy.

WRIGHT, J., in giving judgment, said that notwithstanding that the lessor's right to sue for past breaches of the lessee's covenants had not been expressly reserved by the lease, the lessor was nevertheless entitled to sue in respect of such breaches. It was impossible to suppose that the parties to the lease ever intended that all the liabilities of the lessee for non-repair should determine on the expiration of the lease at the end of the seven years. The learned judge referred to the case of *Hartshorne* v. *Watson* (4 Bing. N. C. 178). Judgment for plaintiff.—COUNSEL, *W. Stewart*; *Frankau*. SOLICITORS, *Child & Child*; *A. J. Adams*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

CLARK *v.* LINDSAY. Div. Court. 29th Jan.

CONTRACT—BREACH OF—PERFORMANCE PREVENTED BY MISFORTUNE BEYOND CONTROL OF EITHER PARTY—CORONATION PROCESSION.

This was an appeal by the defendant from a judgment given for the plaintiff for £50 by Judge Lumley Smith at the City of London Court in an action to recover money paid for seats to view the Coronation procession, which had been fixed to take place on the 27th of June, 1902, but which was abandoned owing to the King's illness. On the 24th of June the plaintiff signed his contract and paid £50 about 12 noon. The time of the first publication of the announcement of the postponement of the procession was at 12.30 on that day. The contract was in the following terms: "I hereby agree to take the above room upon the terms and conditions above set forth for the purpose and for the period above mentioned, and agree to be bound in all respects by the above terms and conditions, and I, John Lindsay, hereby agree to let the above room upon the terms and conditions aforesaid. Received of J. E. L. Clark the sum of £50 for letting of second room mentioned in particulars upon the conditions above set out. Joseph E. L. Clark, J. Lindsay." One of the conditions was that the room was only to be used for the purpose of viewing the procession on the 27th of June. Having gone out and seen the announcement of the postponement, the plaintiff went back to the defendant; and after he had asked to have his money back and some discussion had taken place, the following clause was added to the agreement: "If the Coronation procession should be postponed, the said J. E. L. Clark and party to have the use of the room on the same conditions as arranged for the 27th of June, 1902." The judge was satisfied that at the time when the plaintiff paid his £50 the condition of his Majesty had been ascertained to be such as to make the procession impossible. He found that the money was paid in ignorance of and under a mistake of fact, and that the agreement which afterwards was entered into did not prevent the plaintiff from recovering the money back as money received to his use.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) allowed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said that he was of opinion that the judge was right as regards the first part of his decision. If the event that had effected the performance only had relation to the purpose that led to the contract, then the happening of that event which prevented the contract being carried out could not affect the rights of the parties in the same way as when it formed part of the subject-matter of the contract. It was impossible to say that the procession was only the object and motive that induced the parties in this case to enter into this contract. The happening of the event was the substance of that which was contracted about and for. In order that the defendant might maintain his right to keep this money, on the first agreement he must contend that the plaintiff had a right to go into the room on the 27th of June although no procession was going to take place. Therefore, if the room was only to be used for viewing the procession, the learned judge would have been right, because he had found that, at the time the contract was entered into it had been ascertained in fact that a procession on the 27th of June was impossible. But what took place afterwards did not prevent the plaintiff from recovering the money back as money received to his use. On the 24th, as soon as the plaintiff had seen the papers, he went to the defendant and said that he wanted his money back; and if the plaintiff had insisted on getting back the £50 on that day he would have been entitled to have it back. But he agreed to leave the £50 with the defendant upon the terms of the subsequent agreement. That agreement meant that the plaintiff was to have the right of using the room and the defendant was to let his room for a postponed procession. The plaintiff need not have left his money there. The parties had contracted on the basis of there being a substituted or postponed procession. That having become impossible, not by the act of either party, but by the fact that the procession was subsequently abandoned altogether, the case fell within the cases of *Blakeley* v. *Muller & Co.* and *Hobson* v. *Pattenden & Co.* (*ubi supra*, at p. 239). Therefore on the second ground judgment ought to have been for the defendant, and the appeal ought to be allowed.

WILLS and CHANNELL, JJ., delivered judgments to the same effect. Appeal allowed.—COUNSEL, *Scrutton*, K.C., *J. D. Crawford*, and *A. Lawton*; *McCall*, K.C., *J. K. Cleave*, and *J. W. McCarthy*. SOLICITORS, *Harcourt, Sons, & Holt*; *T. A. M. Spargo*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

Mr. W. Watson Rutherford, M.P., solicitor, was, on Wednesday, says the *Daily Mail*, unanimously re-elected Lord Mayor of Liverpool on the resignation of Sir William Forwood, under an arrangement entered into prior to the parliamentary election for the West Derby division of the city. The new Lord Mayor, in returning thanks, said he had satisfied himself before embarking on the parliamentary contest that there was nothing incompatible in holding the two positions of Lord Mayor and Member of Parliament.

New Orders, &c.

Transfer of Action.

ORDER OF COURT.

Wednesday, the 28th day of January, 1903.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice Joyce (1902—S.—No. 1,874).

In the Matter of The Sol Syndicate (Limited). The International Trust and Finance Corporation (Limited) *v.* The Sol Syndicate (Limited).

HALSBURY, C.

Law Societies.

Incorporated Law Society.

GENERAL MEETING.

A general meeting of the members of the Incorporated Law Society was held on Friday, the 30th of January, at the Society's Hall, Chancery-lane, Sir ALBERT ROLLIT, M.P. (President), occupying the chair. The following members of the Council were present: The Vice-President (Mr. John Edward Gray Hill, Liverpool), Mr. Henry Attlee, Mr. Charles Mylne Barker, Mr. Ebenezer John Bristow, Mr. Robert Ellett (Cirencester), Mr. William Francis Fladgate, Mr. George Edgar Frere, Mr. William Edward Gillett, Mr. William Godden, Mr. William Howard Gray, Mr. Henry Edward Gribble, Sir John Hollams, Mr. Henry James Johnson, Mr. Stephen Henham King (Maidstone), Mr. William George King, Mr. Richard Pennington, Mr. Charles Stewart, Mr. Walter Trower, Mr. William Melmoth Walters, Mr. William Howard Winterbotham, and Mr. Philip Witham.

EXAMINATION PRIZES.

The PRESIDENT said that the first business before the meeting was the presentation of prizes and certificates of merit to the successful candidates at the examinations of the society.

Mr. A. H. HASTIE (London) rose to order. He said there was no power in the bye-laws, no power in the charter, no power anywhere to do anything of the kind. They could do nothing except transact the business of the meeting. There was certainly no power to introduce persons who were not members of the society into the meeting. They were met at a very unfortunate time of the day to transact business, and if it was desired to have this presentation of prizes, it should be deferred to another opportunity when those who wished to see it might remain.

The PRESIDENT said the point raised was that the meeting had no power to entertain this subject. Perhaps he might be allowed to state that the Council was making a new departure in the hope of giving some prominence to the prizes which had been gained, and of adding, in some measure, by their public presentation, to the distinction obtained by those gentlemen who had succeeded in gaining them. The Council desired to make what they considered an improvement, and, instead of sending the prizes by post, to give them, through the hands of the president of the society for the time being, to those gentlemen who had obtained them. It was not proposed to do more than to express on behalf of the Council and the society their congratulations to those gentlemen who had gained these distinctions. They trusted that there might be by their presentation an incentive to others to take a similar course, and it was needless to suggest that they hoped that in congratulating these gentlemen it was but a step towards even higher honour in the profession to which they belonged, or to which they were about to belong. And the Council felt that any gentleman who by hard work, by work well done, had gained a prize which had been well won, had done something to maintain the interests and increase the power and influence of the profession. In one case he noticed a gentleman who had, perhaps, the largest prize, the prize of largest value, was also a graduate both in arts and in laws of the University of Cambridge. He thought it was not inconvenient to allude for a moment to the advantage of the possession of such degrees, also to add the hope that the reorganization of the University of London might make them more generally accessible than had been the case in the past. He might also, he thought, advantageously mention that there were two prizes which would be given in one sense for the last time. He meant the prizes of Clement's Inn and New Inn. Although these inns were ceasing to exist, and with them their prizes, the Council of the society had determined to continue the gifts, and to continue also the names, which were associated with many honours gained in the examinations by students in the past. Perhaps the meeting would also like to know that Council was alive to the duty which it owed to the profession and to its members of watching most carefully the affairs of those inns. Owing to recent events, the inns had been disposed of, and ultimately a sum amounting to upwards of £100,000 would be at disposal, under a scheme of the Attorney-General, for the purpose of promoting legal education. The Council took the initiative in the matter, and were the relators in the proceedings with regard to New Inn, and he was sure it would be satisfactory to the members of the society to know that these funds, which might have been dissipated amongst the owners of proprietary rights, would be available for either the foundation of a great school of law, which was needed in this country, or, by possibility, for the increase of the funds at the disposal of the society. That matter would rest, in the first instance, with the Attorney-General, but he was glad to say Sir Robert Finlay had given a most ready ear to representations made to him, especially as to the solicitor character of New Inn, and that he had told the Council that he would take no decisive step in dealing with the funds until the society had had the fullest opportunity of being heard. The Council hoped that by that means legislation would be promoted, and that means might be placed at the disposal of the society to do much more than at present. At the annual meeting an indication was given by the Council that the important matter of legal education should have every attention. The Legal Education Committee had been appointed, and steps were being taken to make both the education and the examinations which took place at the society's building of the best and highest character, and thus to increase the status and power and proper influence of their great profession. He then presented the prizes as follows: To Mr. Leonard William Moore, the Scott Scholarship, a cheque for £53; the Broderip Prize, consisting of a gold medal; the Clabon Prize, a cheque for £5 5s. Mr. Moore was also awarded the Clement's Inn and Daniel Reardon Prizes, and was first in order of merit at the Honours Examination held in January, 1902. To Mr. Benjamin Mason Cook, B.A., LL.B., Cambridge, the Travers-Smith Scholarship of £50 per annum for three years, together with the Travers-Smith Certificate. Mr. Cook passed the Final Examination in November, 1902. To Mr. Everard Kenneth Brown, the Clement's Inn and Daniel Reardon Prizes, consisting of books to the value of £30. Mr. Brown was first in order of merit at the Honours Examination held in November, 1902. To Mr. Lewis Lincoln Whitfield, the Clifford's Inn and the John Mackrell Prizes, consisting of books to the value of £17 5s. Mr. Whitfield was second in order of merit at the Honours Examination in November, 1902. Mr. Thomas Fielden Taylor, who was unable to attend, was awarded the Mellersh Prize, consisting of books to the value of £8. Mr. Taylor obtained second-class honours at the Honours Examination held in January, 1902.

Mr. MOORE returned thanks on behalf of the prize-winners.

NEW CHARTER.—EXTRAORDINARY MEMBERS OF THE COUNCIL.

The PRESIDENT moved, in accordance with notice: "That the Council be authorized to apply for a Supplemental Charter altering the name of the Society from 'The Society of Attorneys, Solicitors, Proctors, and others not being barristers practising in the Courts of Law and Equity of the United Kingdom,' to 'The Law Society,' and also altering the qualification and method of election of extraordinary members of the Council so as to allow of the election of members other than presidents of provincial law societies, and to extend the term of office of extraordinary members." He said it had become necessary to amend the charter for the purpose set out in the latter part of the resolution, and, as the Council had to take that step, it was felt that it was a good opportunity for altering the name of the society. The society was known in the existing charter by the ponderous name of "The Society of Attorneys, Solicitors, Proctors, and others not being barristers practising in the Courts of Law and Equity of the United Kingdom." That was a very long and not a very accurate name. In the first place, he believed that there were no longer attorneys since the Judicature Act. He did not believe that there was a single proctor member of the society, and equally, he thought, the society of proctors was abolished. And as to the Courts of Law and Equity, all that he could say was that he hoped that the courts administered both, and both in unison. So that the very title was, in a large measure, obsolete. The new name which was suggested was that of "The Law Society," and that was sufficiently distinctive. It expressed briefly the functions of the society, and it got rid of what was a misdescription, the "United Kingdom," which would cover the cases of Ireland and Scotland, in which, to use legal words, they had no jurisdiction. He thought the amendment would probably commend itself to them on all grounds. The second part of the resolution dealt with the mode of electing extraordinary members of the Council. The present system was that the presidents of certain provincial societies might be elected as extraordinary members. A committee had dealt with the subject in 1902, and unanimously recommended that, instead of making it necessary to send the president of a society, whose engagements might prevent him from attending regularly, or he might possibly not be the fittest person to represent the provincial society—that instead of that the provincial society should select and elect its own representative, and instead of his term of service being for only one year, it should be for a term of three years, the latter two being probably the most valuable period during which he would render service to the society from knowing something of its nature and proceedings. He should have thought that a proposal of that sort would have been unanimously accepted; but he had seen a letter from a member of the society in the *Times* of that date which expressed a different view. The letter was written by Mr. Hastie, and it was supposed, he thought, by some mistake, that the proposal dealt with the election both of ordinary and extraordinary members of the Council. And, based upon that, was the suggestion that the gentlemen who represented the society on the Council wished to persist in their determination to elect and re-elect themselves. He did not believe that such a desire existed for a moment, but he was quite certain that there was nothing hidden of that description in the proposal. He knew of no proposal to alter the mode of election of the ordinary members of the Council. Therefore, the suggestion that by some covert process the Council were desirous of perpetuating themselves, must be entirely without foundation. The only proposal was that of a different mode of electing extraordinary members. The proposal to allow each provincial society to make its own selection was obviously of a decentralizing

tendency, and rather told against the continuance of one set of members, and the proposal to prolong the term was likely to be of the greatest benefit. The Council welcomed the presence of the extraordinary members on the Council. They gave a varied character to the proceedings by representing provincial opinion, and the Council desired that provincial opinion should be represented, and that it should have its fullest effect in electing those whom the provincial societies desired to send, and who would have the fullest weight on the Council.

The VICE-PRESIDENT (Mr. J. E. Gray Hill, Liverpool) seconded the motion. He said he need not say anything about the first part of the motion with regard to the supplemental charter. It was obviously a very sensible and proper improvement. The second part concerned a matter in which he had taken the greatest interest, personally, for a number of years. This reform had been pressed upon the Council by the country law societies, and, in a special way, by the Liverpool Law Society, which was the society from which he had come to join the Council originally. It had been felt there that it very often happened in that city—no doubt it happened in other towns and cities in the country—that the man who happened to be president of the law society for the time being was perhaps the most busy man in the locality, and he could not afford the time to attend the meeting in London, and it was found that a great many extraordinary members did not attend frequently—sometimes scarcely attended at all. The member who did not attend was not of very much service, and the alteration was in the interest of the society that they should enlarge the field of choice, so that the country societies might send up the gentlemen who were most fit to represent them, and who had the most time to devote to their representation. It was also felt that if a man was only elected, as on the present system, for one year, he went off before he had been able properly to learn the business. The three years' term was, therefore, suggested, and the proposed supplemental charter dealt with that. There was another point which the president had not mentioned. Under the existing charter, the extraordinary member could only be appointed on a particular occasion—the first meeting of the Council after the 1st of October. If he was not appointed then, he could not be appointed at all. The Council had done away with that. He could not imagine what objection there could possibly be to this reform. But he did strongly endorse what the president had said. Most certainly there was no idea that the Council had put forward this alteration with the view of increasing their power of co-option or of re-electing themselves.

Mr. W. P. W. PHILLIMORE (London) said he had for some considerable time taken an interest in this question. He congratulated the Council that at last they had come to the conclusion that their method of election required amendment. He had proposed two years ago that a committee should be appointed to consider this question, but it was pooh-poohed by the Council on the ground that it was merely a matter of academic interest. Now the Council told them that they hoped to improve it. He congratulated the Council that they had at last realized, after a period of seventeen years, that it was better to have a short than a long title. There was an inaccuracy in the president's remarks as to the non-existence of proctors. He (Mr. Phillimore) believed that there were still a few——

The PRESIDENT: I said I thought so.

Mr. PHILLIMORE said there were proctors of the University of Oxford. He did not think they ought to omit the words "United Kingdom." He believed there were Scotch members of the society, and, in his recollection, a Scotch solicitor, or, a writer to the Signet, had read a paper at one of the provincial meetings on "Land Registration." He thought the Scotch element was rather to be encouraged with the view that by and by they would expedite the assimilation of the laws of the two countries, a tendency which was increasing. He thought they ought to consider very carefully whether this alteration of name would have the effect of removing from their rolls their Scotch brethren, and incidentally, also, those of Ireland. He was not sure whether the words "United Kingdom" would allow Irish members to join, but certainly Scotch writers, Scotch solicitors and notaries would be excluded from joining.

The PRESIDENT: That would not be the effect of the alteration.

Mr. PHILLIMORE said he only wished to have it perfectly clear. He thought the second part of the motion as to the qualification for election of extraordinary members one of the coolest proposals the Council had ever put before the members, for the reason that it would allow them apparently, not only to nominate ordinary members of a provincial society, but any members of the profession, in fact, anybody at all, as a member of the Council. The present method of election did not, in any sense, secure a representative body of legal opinion——

The PRESIDENT: To prevent waste of time, I may say that in the draft charter it is distinctly provided that the person should also be a member of a provincial society.

Mr. PHILLIMORE: That is not saying a member of this society.

The PRESIDENT: A member of both.

Mr. PHILLIMORE said he objected to the proposal, not on the ground that they were bringing in ordinary members of the provincial law societies or even any members of the solicitor profession, but because he considered that a society that administered public money drawn from the whole body of the profession, from the 7,000 solicitors who were not members of the society, ought to include on the Council members representing those persons who did not belong to the society. He did not want to have mere "aldermen" co-opted for two or three years. He did not think aldermen the most desirable article to have either at the Council or in municipal bodies. This method of electing aldermen was, he thought, undesirable, because it had simply the effect of increasing the majority which already existed. He thought that both the election of ordinary and extraordinary members of the Council required amendment, and, therefore, he moved what he might call a neutral amendment, as follows: "That a committee of six members, to be nominated by the Council, and six by this meeting, be appointed to consider how far, and in what way, the method of election and qualification of members of the Council may be altered, and to report as to its expediency at the next general meeting."

Mr. HASTIE seconded the motion. He said that the president had stated that the extraordinary members would be elected, not by the Council, but by the provincial law societies.

The PRESIDENT: They would be nominated by the provincial law societies.

Mr. HASTIE: Then the whole point of your observations falls to the ground.

The PRESIDENT: That, of course, is a matter of opinion. What I said was "nominated."

Mr. HASTIE said that the president, no doubt in the exercise of a very wise discretion, had not read the new charter to them. The members were to give a blank cheque to the Council, he supposed with the usual result. It was perfectly plain that the Council were to elect as they had elected under the charter of 1872. The words were "the president shall be eligible to be appointed or elected by the Council an extraordinary member of the Council." He was dissatisfied with the work of the Council, which did not protect the interests of solicitors as it should.

Mr. W. O. BOYES (Barnet) supported the motion. Occasions must arise when the president of a provincial law society was not perhaps the most fit member to be sent as their representative on the Council. He might be too old, for instance, or he might not desire to serve.

Mr. CHARLES FORD (London) said he thought they must all feel that it would have been better if the members of the society had been taken into the confidence of the Council to the extent that they should have been furnished with a copy of the proposed amended charter. He did not think the Council could really ask them to say yes or no to the proposition. All he could gather was that the Council proposed to extend the term of office of the extraordinary members to three years. He suggested that the meeting should be adjourned, so that they might be provided with copies of the proposed charter, and, if it was reasonable, no doubt it would receive the support which it ought to have. The whole question of the extraordinary members was in an unsatisfactory position altogether. They did not want extraordinary members of the Council. What was wanted was a more open door, so that there might be on the Council men who were able to deal with the various questions which arose, such as county courts, for instance, in which cases the most qualified men should be nominated, not as extraordinary members, but as ordinary members of the Council.

Mr. F. A. STIGANT (Rochester) said he belonged to a provincial society having a membership of forty. He was in favour of the alteration in the election of the extraordinary members. This seemed to be a provincial matter, and it was not proposed to give the provincial societies any further representation; it was only a question of internal economy.

Mr. PHILLIMORE asked that the portion of the draft charter dealing with the matter might be read.

The PRESIDENT: I was proposing to do so. It is very brief, and I stated the facts in bringing forward the motion. This is merely a draft which has been placed before the Council. The part in question reads as follows: "That any member of the Law Society who is also a member of a provincial law society and is nominated in that behalf by such provincial law society, or by a group of provincial law societies constituted as hereinafter mentioned, should be eligible to be appointed or elected by the Council of the Law Society an extraordinary member of Council, within the meaning of the last recited charter, and that it should be lawful for the Council, from time to time, to prescribe the time and method of such nomination, and of the appointment or election of any extraordinary member and the period, not exceeding three years, for which an extraordinary member should hold office, unless re-appointed or re-elected, and from time to time to group two or more provincial law societies for the purpose of making any such nomination as aforesaid."

Mr. HASTIE said that under the charter of 1872 there was a power to elect ten extraordinary members for a term of one year. Was it the fact that the Council proposed to allow ten extraordinary members to be elected each year for a term of three years, making thirty instead of ten?

The PRESIDENT: Oh, no. Ten members, the words express it. But however that may be, I give an undertaking that they should express it when it is finally settled. There need be no question about it.

Mr. FORD said he was under the impression that there was a provision in the bye-laws requiring that where there is a proposal to amend the charter the members should be furnished with information in order that they might form an opinion. If that was so the present proceedings were irregular. He asked whether it was wise to ask that the Council should have the power without any reference to a general meeting from time to time to alter the conditions in regard to the relation in which the extraordinary members might stand. It was a serious thing that the Council alone should have the power to alter. They might say that a man should serve five or ten years.

The PRESIDENT: Oh, no.

Mr. FORD said that, at all events, there were the words by which the Council was taking the power to alter the terms and conditions with regard to the service of extraordinary members.

Mr. PHILLIMORE asked if it gave the Council power to alter the method or term of election every year if they felt disposed?

The PRESIDENT: If experience suggested that it would be wise to do

so the Council would have the power, though it is not a power which is likely to be exercised.

The amendment was negatived by a large majority.

Mr. FORD moved a further amendment: "That any alteration by the Council of the terms under which extraordinary members should be elected to the office shall be submitted to the approval of a general meeting."

The amendment, having been second, was negatived by a large majority.

Mr. HASTIE said there were somewhere about 8,000 members of the society, and there were forty members of the Council, which was 200 members to each member of the Council. He moved: "That the power of electing extraordinary members shall not be exercised in respect of the nominees of any society or group of societies having a membership of less than than 200."

Mr. W. G. BLAKISTON (London) seconded the amendment.

The PRESIDENT: I may mention to the meeting that, with the object of meeting that point, an express power of grouping is given by the draft charter.

Mr. FORD: Can you indicate the nature of that?

The PRESIDENT said that he had read it to the meeting. The amendment would, of course, effect a consideriable variation of the existing system. However, the matter was entirely for the meeting to decide.

The amendment was negatived by a large majority.

The original resolution was then adopted, the minority vote being ten.

REMOVALS FROM ROLL—DEFAULTING SOLICITORS.

The PRESIDENT said that Mr. Ford had given him notice of a question. It was not on the notice paper, but as a matter of favour he was quite willing that the question should be put.

Mr. FORD asked: "Whether the president can give the meeting any information as to the proposed action of the Council in regard to a resolution passed last year in reference to reform in the procedure necessary for the removal of the names of solicitors from the roll." He would be glad to know whether the Council had taken any action with a view to legislation in the matter?

Mr. HARRISON asked to be allowed to put a further question as to whether the Council had had their attention drawn to a letter in the *Morning Post* of the 5th of January, signed by a member of the society, and whether the Council intended to take that letter into consideration, and what steps, if any, they intended to take in regard thereto? The letter dealt with the general practice of the profession in taking money, which some of them had, the money of their clients. At this time, when the profession was being attacked in high places, they would be glad to have some pronouncement from the Council as to these practices, whether they were right or wrong, whether they were honourable or the reverse, so that they might know whether it was right to do as this letter stated.

Mr. HASTIE expressed the hope that the Council would take no notice whatever of any letters written to the public press by people who were ashamed to sign their names.

The PRESIDENT said he thanked Mr. Hastie for having completely answered the second question, upon which he would have a word to say, however, as the question had arisen. With regard to Mr. Ford's question, he could assure him that the Council had both given and intended to give the very fullest consideration to the suggestion which he had made. The difficulty had been, and still was, that it would involve legislation by the alteration of the Solicitors Act of 1888, and, having regard to the condition of business in Parliament, and to the difficulty which was found in getting forward even a single measure with the object of allowing the society to have discretion in refusing to renew the certificates of bankrupt solicitors, of which he had had considerable experience in dealing in the House, it had been felt to be, at any rate at present, hopeless to look for further reform in the matter, with regard to which the Council were very sympathetic. At the first opportunity steps should be taken with that object. With regard to Mr. Harrison's question, he was not sorry that it had been asked, because it was most unfortunate that there should be, from time to time, a recrudescence of these charges against members of the profession, which, if they were true in the case of a very small minority, had a tendency to reflect discredit upon the whole of the members of a highly honourable profession, such as was that of the solicitor. And he confessed that the Council, while having their attention drawn to the subject by a letter from a member addressed to himself, had themselves given the answer which Mr. Hastie had suggested, that an anonymous communication was not one which ought to be officially taken cognizance of. And for that reason nothing had been done. But both the question, though not, he was sure, with any intention of reflecting upon the Council in the case of the questioner, and the letter, or rather letters, imputed intentional fraud to certain members of the profession, in some cases unfortunately too true, and a condition of affairs which every member of the profession, and not merely of the society and the Council, must deeply regret. But the letters suggested that the Council itself had been lax in dealing with such matters, and he should, therefore, like for just one moment to tell them how much—he said advisedly how much—the Council had done to alter a condition of affairs with which no one could be perfectly satisfied. If they would permit him, he would tell them in a short summary what the Council had done, and he thought the members of the society and the public would admit that they had probably done, under the circumstances, all they possibly could. It was only in 1900 that a special committee was appointed to look into this matter. The society appointed certain members, the provincial societies appointed others, and the Council made certain additions, and among these were the names of gentlemen now sitting on the Council, and giving them the benefit of their experience. He had had the honour to be a member of that committee, and it sat frequently and for a long period. And he was bound to say that, although there were differences of opinion, nearly every question which had been suggested in the correspondence or elsewhere was thoroughly thrashed out, and that the special committee made recommendations, some of them most useful, which had been to a large extent already carried out, notwithstanding the difficulties of legislation and other matters. And he would point out that the letter signed "B." suggested that the Council had been lax in this matter, and for that, he ventured to say, there was no ground of proper suggestion. In the first place, the great difficulty of dealing with such matters, the technical difficulty, was the provision of the Larceny Act of 1861, under which, in order to convict of the misappropriation of funds entrusted to a bailee, a direction in writing was necessary. The Council, following the recommendation of the committee, and notwithstanding many objections which were forcibly felt, objections of uncertainty as to what were the instructions if only verbal, and the possibility of even an innocent person being by that means open to conviction, the special committee recommended the alteration of the Act, and the Council at once took the matter up, and promoted the amended Act, and carried the Larceny Act of 1901, by which the provision of the necessity of writing was abolished, and therefore a more easy procedure was set on foot. That removed the chief difficulty in dealing with offences of that kind, and showed the *bonâ fides* of the Council in their desire to reform and amend the law. Immediately after the special committee sat, a correspondence was entered upon with the late Chancellor of the Exchequer, by which he suggested that instead of waiting the ultimate report of the court upon a defaulting solicitor that, where the society, through the Discipline Committee, had reason to believe that fraud had been committed, a communication should be at once made to the Treasury with a view to detection and punishment. The Council at once acceded, and that course had been taken ever since; and, where there was reason to believe that fraud had actually taken place, and where the intervention was a legitimate and proper one, the Council had never failed to act in the interest and for the protection of the public. The Council also proposed, through its president, and carried through the Rules Committee, a new rule of court in 1901, enabling orders to be made for summary accounts—for accounts being summarily delivered by a solicitor, and for payment to the client, or for security by payment into court. The letter of "B." suggested that the special committee's report only spoke of a member of the profession not being a banker to the client. Why, that was the mere conclusion of the report, and it was stated that such an observation was a truism, though it was well to remind solicitors of it. And the other provisions of the report recommended a periodical audit and the like in very strong terms, and wherever amendments later were suggested, that course had been pursued, and to an extent carried through. The next difficulty of the Council was when they refused to renew certificates in the case of bankrupt solicitors at their discretion. The Court of Appeal held that that was an excess of jurisdiction, and that there was no power to do it. The Council was not deterred; they immediately framed a Bill to alter the law by giving that power to the Council acting as Registrar, and also to give access to the file of the official receivers in order that the circumstances of any particular bankruptcy might be made known. The Bill passed the Lords, but, owing to the state of Parliamentary business, it did not get through the House of Commons, and at this moment the Council were debarred from doing what they believed to be necessary, and what the Council had done their best to do, through Parliament. That was some answer to Mr. Ford when he asked for a much larger course of action. With regard to the question he had asked, the Council had considered the desirability of enlarging the powers and altering and amending the practice of the Discipline Committee. They were convinced it was desirable, both from the professional and the public point of view, and they had only been deterred by the considerations he had mentioned. He put it to them whether the procedure of the Council had not, on the whole, been energetic and successful. The Council had had to administer the affairs of the society, and they had had the conduct of the delicate and difficult and at times perplexing considerations which came before the Discipline Committee. They were perplexing in this, that the public had to be protected, and the members of the profession had to be protected also in their reputation until there was a reasonably clear case of malfeasance brought against them. He was not a member of the Discipline or Professional Purposes Committee, and could therefore speak with the greater freedom, and he said, for what it might be worth, that he knew of no committees, the business of which was transacted with greater ability and care and distinction, and with a fuller regard to the occasionally conflicting interests of the public and the profession than was the business of those two committees. It was honourable alike to them and to the profession. He made this statement advisedly, as he had been challenged, and he asked that they would give as a body that which was most welcome to men who were performing a public duty, their confidence and their co-operation, and that, instead of criticisms—generally very much misplaced, though at times most useful in that hall—there would be a disposition to maintain the status of the profession, and to reconcile its interests with the supreme interests of the public, and with the protection of the public, by the hearty co-operation of every member of the society, by bringing to the society as many members of the profession as they possibly could, and by showing that there was no body of individuals in the kingdom which was more anxious to maintain the honourable character of the profession than the society which they had the honour to represent. He put these circumstances

before them, and he hoped they would commend themselves to those who were dealing with the matter.

INSTRUCTIONS TO COUNSEL.

Mr. FORD moved, in accordance with notice: "That this meeting regards the judgment of the House of Lords in the case of *Neale* v. *Gordon Lennox* (pronounced on the 1st of August last, reported in the November number of House of Lords appeal cases, reversing the judgment of the Court of Appeal on the question of the discretion and authority of counsel in settling or compromising actions) with the greatest satisfaction; and that, inasmuch as the appeal to the House of Lords was actively promoted by Sir Edward Clarke, K.C., the leading counsel in the case, the thanks of this meeting are tendered to Sir Edward Clarke for the valuable service thus rendered by him to the public and both branches of the legal profession in bringing about such a salutary alteration in the law on a point of such great importance." He said that it was in the supreme interest of the public that he ventured to bring forward the motion. Every member of the profession must have read the extraordinary case of *Neale* v. *Gordon Lennox*. It was a case in which the parties agreed that it should be arranged, and it was admitted on all hands that the *sine quâ non* of the arrangement was that there should be a public apology to the plaintiff in regard to the allegations made by the defendant. That had been written down by the plaintiff's solicitor, but Sir Edward Clarke had forgotten to mention it, and when the court rose it was discovered that there had been a very serious miscarriage of justice. The matter went back to the Lord Chief Justice, who gave every opportunity for opening the case, but, to the dismay of every solicitor, the Court of Appeal was unanimous in that it could not be undone, and that the matter could not be reopened. The plaintiff therefore had no redress. The whole responsibility rested on the counsel, Sir Edward Clarke. Sir Edward saw that there had been a grave miscarriage of justice, but counsel for the defendant had claimed that he was supreme, that the solicitor and the client were mere nonentities, and that the counsel for the plaintiff, having entered into the arrangement, there was an end of the matter. It was a very serious decision, which affected every member of the profession. It went to the House of Lords, and there, he was glad to say, the law lords came to a conclusion entirely reversing the decision of the Court of Appeal. The result was that solicitors were not dummies, and they had a right to take the instructions of their clients and to see that they were carried out.

Mr. PHILLIMORE seconded the motion, observing that Sir Edward Clarke had acted in the most honourable manner.

Sir JOHN HOLLAMS (London) said he had lived far too long to be surprised at anything; but for that, he certainly should have been surprised that any member of the society could have proposed such a motion. He was doubly surprised that Mr. Ford, who lectured them so frequently on these occasions, should have proposed a resolution which was, he ventured to say, wholly misconceived, because the resolution was based upon an utter fallacy and disregard of first principles. Surely Mr. Ford knew that the House of Lords had no power to alter the law. The House of Lords might declare the law, but they had no power to alter it a bit more than any county court judge. They merely declared what the law was, and to say that the society were to commend the decision of the House of Lords because they had done their duty in declaring what the law was, was something unprecedented. If Mr. Ford's resolution was right, the House of Lords had done what they ought not to have done. They had no power to alter the law. Of course, as a legislative body they might take part in the alteration of the law, but as a judicial body the House of Lords were as much bound by the law as any other judicial tribunal. Of course they were the supreme authority, and their declaration of what the law was was final. He thought it was hardly good taste to introduce the name of Sir Edward Clarke, as had been done in the motion. Sir Edward Clarke held that eminent position in the profession that he did not want the compliment of Mr. Ford, or even of the society, and he (Sir John Hollams) thought it not good taste to introduce his name. The resolution was based upon an entire fallacy and misconception, and they would only make themselves ridiculous by passing, or even discussing such a resolution as this.

Mr. R. W. DIBDEN (London) seconded the motion.

Mr. J. B. SORRELL, jun. (London), said it was contrary to the policy of the society and to public policy to pass votes of thanks or appreciation to men who had merely done their duty—a duty which they were paid to do. At the same time, he should not like to say that it would not be competent for the society, and perhaps desirable on some occasions, to pass votes of censure, though they might not pass votes of approval. They ought to reserve to themselves the right to pass a vote of censure where a public man did not do his duty. He thought they would be even right in passing a vote of censure on a judge who, in his judicial capacity, had failed to do his duty.

Mr. FORD, in replying, asserted that the motion was quite a proper one. The law had said, by the voice of the Court of Appeal, that there was no remedy. Sir Edward Clarke had felt so strongly the peril of the profession and the perilous position of the solicitors, that he had thrown himself into the matter, determined, if he could, to upset the decision of the Court of Appeal. But for Sir Edward Clarke there would have been no appeal, and the law would have been that there was no remedy against a counsel acting in direct breach of his client's instructions in court. The House of Lords said that was not the law, and, in that sense, he asserted, there was an alteration in the law. What he was proposing was a vote of thanks to Sir Edward Clarke for his active efforts in securing an alteration of the law. He (Mr. Ford) had been moved by nothing but the highest consideration for the solicitor branch of the profession and for the suitors in bringing forward the motion; nevertheless, rather than contend with so dangerous an adversary as Sir John Hollams, he would prefer to withdraw the motion.

The motion was accordingly withdrawn by permission of the meeting.

Law Students' Journal.

Incorporated Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 14th of January, 1903.

FIRST CLASS.

Armstrong, John
Buckley, Thomas Ashworth
Donne, George Francis
Dyer, Charles Nettleton, B.A. (Oxon.)
Gottlieb, Samuel Bernard
Groner, Wolff Leon
Hansell, Francis Leetham
Harvey, Leslie
Hilbery, Francis Clifton
Howell, William Thomas
Kift, Ernest Frank
Levett, Richard Henry
Milton, Charles Barton
Owens, Llewelyn Arthur, B.Sc. (Lond.)
Pearson, William George Frederick
Philcox, Henry George
Prosser, Arthur John
Salisbury, Mark
Scott, Ernest Grugeon
Storey, Mark
White, Frederick Jotcham
White, Howard Belmont
Woolnough, Alfred Ernest

SECOND CLASS.

Annear, William Powell
Appleton, Henry Allan
Austin, William Albert
Bain, Donald Kenneth Dove, B.A. (Camb.)
Bannon, Raymond Blennerhassett
Barford, Herbert Valentine
Bazett, Frank Doveton
Bennion, George Trubshaw
Birtill, Reginald Bartlemore Grosvenor
Blackmore, Claude Savell, B.A. (Oxon.)
Bradford, Charles Cyril, B.A. (Oxon.)
Bradshaw, Alfred Ernest
Burnie, Sidney Johnstone
Campbell-Jones, William Thomas
Cave, William Henry
Clough, Thomas Illingworth, B.A. (Oxon.)
Cope, John Ralph Obre
Cow, Charles Stuart, B.A. (Camb.)
Crane, Lucius Francis
Cruickshank, Robert Scott, B.A. (Camb.)
Crump, Bertram Eversley, B.A. (Oxon.)
Curran, Frederick
Cushing, Arthur Robert
Davies, William Alford Noel
Davis, Herbert George
Duke, Horace
Durrant, Reginald Bickersteth, B.A. (Camb.)
Eldrid, Valentine Byron Curzon De La Pole
Enfield, Ernest Arthur
Everett, Alexander Fraser, B.A. (Oxon.)
Fawkes, William George Stewart
Firth, Richard Charles Dundas, B.A. (Camb.)
Fitz-William, Ronald Albert
Fuller, Alfred Walter Francis
Fulton, Grenville Richard
Gamble, Walter
Gateley, Ernest Alfred
George, Richard Edward
Gillespie, Henry Reginald
Greathead, Frank
Hardy, George Wrangham
Harrowell, Herbert Edward
Haseldine, Thomas Percy
Hellard, John Alexander
Hill, Francis William
Holcroft, Edward Stanley
Holden, James
Hooper, Oswald Stokes
Hope, Arthur Eckersley
Hughes, Edmund John
Jacobs, Monti Phillip
Jennings, Edwin
Johnson, Charles Bulmer
Johnstone, Arthur Kenneth Griffith
Jones, Cyril John
Jose, Christopher Henry, B.A. (Camb.)
Joyce, Gerald Wright
Kendal, Thomas James
Kimber, Thomas
Kirkham, Laurence Joshua
Knight, Frederick Adams
Lamb, Joseph
Lambert, Henry Hewitt
Lane, Henry Fitzgerald William, B.A. (Oxon.)
Lawrence, Dennis Arthur Hewett
Lees, James Haigh
Lewis, William Plumpton
Lickfold, James Malcolm
Lomer, Arthur Vernon
McNish, Donald Robert
Maitland, John Pelham Blanchard
Marris, Harold Colquhoun
Marsden, John Cowling, B.A. (Oxon.)
Marston, Henry John
Merritt, Walter
Mitcheson, George Gibson
Morris, Charles Vincent Boleyn
Oates, Percy
Osborne, Antill Holbrook
Outhet, Thomas William
Penman, Lancelot Tulip, B.A. (Camb.)
Peter, Claude Selborne
Peters, George Henry Boyce
Powell, Sydney Pryce
Prior, Charles Bolingbroke Leathes
Pullan, Charlesworth
Randall, John Alfred
Rann, Charles Ambrose
Reece, Edward Turberville Bernard
Rhodes, Stanislas Matthew Hastings
Rogers, Francis St. Aubyn, B.A. (Camb.)
Sawyer, Carl Hermann
Scholefield, Arthur
Scott, Theodore James
Sharples, James
Smith, Frederick Augustus Carlton
Smith, George Edward
Stride, Horace Henry
Swallow, Francis Benjamin
Thomas, William Gough
Thornley, Hubert Gordon
Tomkinson, Francis Martin
Watson, Leonard Victor Sendall
Way, Hubert Augustus
Webster-Jones, Alfred Owen Webster
Weir, Addison
Wheeler, John Frederick Walter

White, Samuel Deane Gordon, B.A. (Camb.)
Wilde, Edward Hugh Norris, B.A. (Camb.)
Williams, Edward Woolf, Louis Sydney
Yates, James

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 12th and 13th of January, 1903.

Adkins, Henry Francis
Aitken, James Henry Sutherland
Alston, Richard Speakman, B.A. (Oxon.)
Anderson, Walter Annand
Appleyard, Lionel
Ashcroft, Peter
Ashworth, Thomas
Avison, Edward Johnson
Bacon, Charles Darnell
Balshaw, William Mellor
Baron, George
Barrett, Alfred Howard
Beal, Edmund John Richard
Bentley, Alfred Hardy
Berkeley, Alan Rowland
Beynon, John Walter Middleton
Blaxley, Francis John
Bowen, Hugh Storer
Bradley, Charles Henry
Brewis, Percy Jasper
Bridgwater, Havard Noel, B.A. (Camb.)
Broxholm, Frederick Cyril, B.A. (Camb.)
Buller, Herbert Edward
Carver, Gilbert Squarey
Castle, William Henry
Chave, Lewis Henry Tanner
Clark, Lionel Melville
Clarke, Harry Colin
Coales, Stephen James
Cockin, Charles Irwin
Cocks, Walter Rackwood
Collings, Ferdinand Marcus
Couves, Cyril Chapman
Cran, Cosmo James Rose
Cunliffe, Arthur Murgatroyd, M.A. (Camb.)
Dummer, Arthur
Edmondson, James Townley
Edwards, Edward Wynn
Edwards, George Henry Dunman
Excell, George
Fanner, Henry Robert
Florendine, George Davis
Forshaw, Henry Philip
Gillman, Arthur Charles
Gluckstein, Samuel
Goddard, Arthur Henry, B.A. (Camb.)
Goodman, Alfred Norman Felix, LL.B. (Lond.)
Gray, Francis James
Green, Walter
Greenwood, Tom Kaye
Harding, Laurance
Harris, George Grinling
Haynes, Edmund Sidney Pollock, B.A. (Oxon.)
Hidderley, Thomas
Hignett, Horace Arthur Du Cane, B.A. (Oxon.)
Holme, Herbert Fynes Clinton, B.A. (Oxon.)
Hooper, Wilfrid, LL.B. (Lond.)
Houghton, Charles Glaisby
Hosken, John Fayrer
Hutchinson, Miles William
Ingledew, Norman Murray
James, Arthur Godfrey, B.A. (Oxon.)
Jerome, Adrian Jerome Smith, B.A. (Oxon.)
Jones, William James Wallis
Keeling, Gilbert Russell Wilson
Keen, Harry
Kennedy, David John, LL.B. (Lond.)
Kimpton, William Harold
Kirk, Archibald Ridgway
Lawford, Charles Aikin
Leaning, Edmund Major
Lee, Herbert
Lee, Thomas Oliver, B.A. (Oxon.)
Leese, Cecil Mellor
McCowan, John Marshall Bunten, B.A. (Oxon.)
Maclaren, Douglas, B.A. (Camb.)
Magnus, Leonard Arthur, LL.B. (Lond.)
Mandale, Robert Stanley
Michelson, Alfred
Morling, William Pemberton
Muggeridge, Gordon Denne, B.A. (Camb.)
Nell, Harry
Newcombe, Charles Henry Knill
Nicholson, Robert Norman
O'Flynn, Patrick Horace George
Openshaw, John Le Clerc
Ormrod, Oliver Fray
Palmer, Herbert Richard
Parker, Francis Cecil Shirecliffe, B.A. (Camb.)
Peacock, Herbert Henry
Pearson, Harold Fellows, B.A. (Oxon.)
Pilgrim, Walter John, M.A. (Camb.)
Plowman, John Tharp
Potter, James Francis
Poyser, Charles Langford
Price, Herbert Damarell
Prior, John Cromwell Cosens
Rawes, Frederick Renshaw
Rawlinson, Charles Cecil
Read, Richard Odden
Rigby, Herbert Parrott
Roberts, James
Robertson, Archibald Harvey, B.A. (Durham)
Ross, Jonathon
Rowlands, William
Samuel, Albert Lewin
Simpson, Eustace Edward
Slingsby, John Henry
Smith, Alfred Oswald
Sparkes, Reginald Brabant
Steele, Ernest Anderton, LL.B. (Lond.)
Storey, James Rowland
Stuart, William
Synnott, Walter Joseph
Tabrum, Ashley
Thomas, George
Thompson, Tom Roe, B.A. (Oxon.)
Thorne, William Huxtable
Trotter, Douglas
Tyler, Frederick John
Venning, Charles Edgcombe, B.A. (Oxon.)
Vernon, Albert John Viccary
Ward, Arthur Harold
Watson, John Lees
Wells, Henry Garland
Williams, John Richard
Wilmot, Douglas Alfred Theodore
Wolferstan, James Lewis, B.C.L. M.A. (Oxon)
Walter, Percy Edwin
Wright, Douglas Frederick Collier, M.A. (Oxon)

On Monday a third division of the Court of Appeal, consisting of the Lord Chancellor, the Lord Chief Justice, and Sir F. Jeune, sat for the first time, by virtue of the powers conferred by the Supreme Court of Judicature Act, 1902. Twenty-five cases out of the final list of King's Bench appeals have been assigned to this division.

Legal News.

Appointments.

Mr. EDWARD DICEY, C.B., has been elected Treasurer of Gray's-inn for the ensuing year, in succession to Mr. Herbert Reed, K.C., whose term of office will expire on the 20th of April next.

Mr. JAMES MULLIGAN, K.C., has been elected Master of the Library of Gray's-inn, in succession to Judge Bowen Rowlands, K.C., whose four years' term of office has expired.

Mr. LEWIS COWARD, K.C., has been elected President of the Gray's-inn Moot Society for the ensuing year.

Mr. A. H. RUEGG, K.C., has been elected a Bencher of the Middle Temple, in succession to the late Mr. Joseph Graham, K.C.

Changes in Partnerships.

Dissolutions.

JAMES HAWORTH, RICHARD BROUGHTON and JAMES BROUGHTON, solicitors (Haworth & Broughton), Accrington. Dec. 31. The said James Haworth having retired therefrom, the said Richard Broughton and James Broughton, in conjunction with Joseph Walker Broughton, will continue the said business under the style or firm of Broughton & Broughton.

GEORGE WATSON NEISH, BULMER HOWELL, HENRY CHICHELEY HALDANE, and HARRY EDMUND BURLTON, solicitors (Neish, Howell, & Haldane), 66, Watling-street, London. As regards the said George Watson Neish, who retires from practice as and from the 31st day of December, 1902. [*Gazette*, Jan. 30.

HEDLEY JAMES CARPENTER and WILLIAM HENRY MARTIN, solicitors (Carpenter & Martin), Tiverton. Jan. 1. [*Gazette*, Feb. 3.

General.

At the request of some of the members of the bar residing in the Transvaal, the General Council of the Bar recently furnished them with the rules and regulations of the latter organization. The result has been the institution of "the Order of Advocates of the Transvaal," which had its headquarters at Pretoria, the rules and regulations framed for which are practically the same as those of the Bar Council.

In the brevity of wills, says the *Albany Law Journal*, there is wisdom, for when that great legal luminary, Sir James Fitzjames Stephen, died, his testamentary disposition consisted of the nine words: "I leave all my property to my dear wife." In almost as few words the late Lord Russell of Killowen disposed of his property, while on less than half a sheet of notepaper the Earl of Mansfield, one of the late Lord Chief Justice's predecessors, settled the destiny of a large fortune.

The Judicial Committee of the Privy Council resumed their sittings to-day after the vacation. Fourteen appeals are, says the *Times*, set down for hearing—viz., from Bengal three, North-Western Provinces, Allahabad three, New South Wales two, Punjab two, and Bombay, Quebec, Ceylon, and Canada one each. The hearing of a petition for the prolongation of the term of letters patent is fixed for the 18th inst. There are nine judgments for delivery in appeals heard before the vacation.

Industrious pupils, says the *Central Law Journal*, are sometimes to be found in barristers' chambers. One such was recently entrusted with the duty of drawing a statement of defence in an action for personal injuries, strict injunctions being given him to deny everything. Weeks afterwards, when his pleading came to be examined, it was discovered that the faithful young man had denied, first, that the plaintiff was a gentleman, and secondly, that the injured leg in question was the leg of the plaintiff.

Judge Gray, says an American journal, sought to continue what he called "the old régime," the solemn state of his court. Now and then he encountered members of the bar able to turn the tables on him, but not often. Henry W. Payne was one and Sidney Bartlett, both leaders at the Suffolk bar, was another. "Mr. Bartlett," said Chief Justice Gray, leaning back in his chair, "that is not law and it never was law" To this the lawyer promptly and pleasingly replied: "It was law, your honour, until your honour just spoke." "If your honour please," said Payne one day, beginning a motion. "Sit down, sir; don't you see I am talking with another justice," thundered the then Chief Justice. Mr. Payne took his hat and walked out of the court room. A half hour afterward a messenger reached his office with a note saying that Judge Gray was willing to hear him. "I am not willing to be heard," answered the old lawyer, "until Judge Gray apologizes." The apology followed.

On Wednesday in the course of a trial at the Oxford Assizes, it was contended, on behalf of the plaintiffs, that the Gaming Act had been pleaded without the authority of the defendant. Mr. Justice Jelf asked on what ground it was suggested that the action was defended without authority. Counsel for the defendant said there was no ground whatever. Counsel for the plaintiff wished to call a solicitor's clerk. Mr. Justice Jelf, says the *Times*, declined to hear *viva voce* evidence. The proper procedure was by affidavit, with details and specific grounds set out in order that the other side might meet the suggestion. This application seemed to him to be the last resource of a hopeless litigant. In an action where appearance had been duly entered and a defence put in by the solicitor on the record, that solicitor must be assumed to have taken any right and necessary steps which he took on authority. In being instructed to defend, he became

authorized generally to do everything which was according to law in his client's interests. It mattered not whether the statute had been pleaded of the solicitor's own accord or upon the client's own express instructions, or, as might be the case here, for the client at the instance of a father wiser perhaps than himself. His lordship dismissed the action, with costs.

The following letter is being sent out by the Council of the Borough of Kensington to the metropolitan borough councils: "The council of this borough have had their attention drawn by the important public conference recently held at the Guildhall at the instance of the City Corporation to the demand which is being given expression to on all sides that the new system of compulsory registration of title, which has been in operation in London since January, 1899, shall be made the subject-matter of a complete investigation in the light of the experience gained, in order that it may be ascertained whether the Land Registry Office is satisfactorily fulfilling the expectations that were held out at the time of the passing of the Act, and whether the system is or is not working successfully. It will be remembered that the Act was passed purely as an experiment, and was to have been tried in one county only for three years, and that the County of London was selected for the trial operation of the Act in the face of strong opposition from a large majority of the local authorities of the metropolis and from every other body interested in the question. The trial period in the County of London expired on the 31st of December, 1901, and my council are strongly in favour of the inquiry, which so many influential bodies are asking for, and which, for some unavowed and, from a public point of view, inexplicable reason, the Government has hitherto declined to grant. They consider that it is in the public interest that the criticism which is levelled against the new system to the effect that it does not tend to facilitate or cheapen the cost of transfer of land, but, on the contrary, that it renders the process more difficult and costly, should be met and shewn to be either valid or invalid. Inasmuch as at the time the County of London was selected, the various local authorities were consulted by the London County Council, it appears to my council that the time has now arrived when the metroplitan borough councils can usefully take the matter again into their consideration, and I have therefore to ask that you will be good enough to bring this communication before your council, and to inform me whether they are prepared to join with this council in taking concerted action to bring pressure to bear upon the Government to grant the inquiry asked for."

LONDON AND COUNTY BANKING CO.—At the half-yearly meeting, on the 5th inst., the chairman said the shareholders would be pleased with the figures which the board were able to lay before them. The balance-sheet, comparing the items with those for the corresponding period of 1901, shewed that the reserve fund of £1,650,000 shewed an increase of £100,000, and he hoped they would be able to continue to add to it each half year. The number of current accounts during the past year increased by 3,947 to 157,422. On the other side they had cash standing at £8,377,529, and loans at call and notice £2,974,230. The investments amounted to a little over £10,000,000. The number of shareholders had increased to 10,550. The board recommended the payment of a dividend for the half year of 10 per cent., together with a bonus of 1 per cent., which would absorb £220,000.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Feb. 16	Mr. W. Leach	Mr. Jackson	Mr. Theed	Mr. King
Tuesday 17	Theed	Pemberton	W. Leach	Farmer
Wednesday 18	Greswell	Jackson	Theed	King
Thursday 19	Church	Pemberton	W. Leach	Farmer
Friday 20	Farmer	Jackson	Theed	King
Saturday 21	King	Pemberton	W. Leach	Farmer

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, Feb. 16	Mr. Beal	Mr. R. Leach	Mr. Church	Mr. Pemberton
Tuesday 17	Carrington	Godfrey	Greswell	Jackson
Wednesday 18	Beal	R. Leach	Church	Carrington
Thursday 19	Carrington	Godfrey	Greswell	Beal
Friday 20	Beal	R. Leach	Church	Godfrey
Saturday 21	Carrington	Godfrey	Greswell	R. Leach

The Property Mart.

Sale of the Ensuing Week.

Feb. 11.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2:—Kennington: Freehold Estate, comprising 34 residences, Nos. 1-19, Brixton-road, and Nos. 2-48, Camberwell New-road, and a portion of the timber-yard at the rear; of the present rack-rental value of £1,642 per annum; reversions in March, 1903 and 1904. Solicitors, Messrs. Hepburn, Son, & Cutliffe, London. (See advertisement, Jan. 31, p. 5).

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held a successful Sale (No. 732) of the above Interests, at the Mart, E.C., on Thursday last, when all the Lots were Sold—one exception, the prizes realized being as follows:—

		£
REVERSIONS:		
Absolute to £1,739; life 70	Sold	1,065
To One-half of Freeholds, producing £180 per annum; lives 63 and 22	,,	425
To One-fifth of £4,073 10s. and £4,561; various lives	,,	450
LIFE POLICIES:		
For £1,000; life 44	,,	205
For £1,000; life 67	,,	565
For £1,000; life 57	,,	440
For £1,000; same life	,,	255

Winding-up Notices.

London Gazette.—FRIDAY, Jan. 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COBELDICK DREDGE (No. 1) Co., LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to James Martin, 4, King st, Cheapside. Edell & Gordon, King's st, Cheapside, solors for liquidator

EMMA Co (1900), LIMITED—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Richard Lewis Hobbs, 15, George st, Mansion House

GORDON TAIT & Co, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Richard Leyshon, 12, Mount Stuart sq, Cardiff

JAMES McEWAN & Co, LIMITED—Petn for winding up, presented Jan 30, directed to be heard Feb 10. Duffield & Co, 40, New Broad st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 9

SHIP "PATTERDALE" Co, LIMITED—Creditors are required, on or before March 13, to send their names and addresses, and the particulars of their debts or claims, to Rennard Simpson, 11, Adelaide st, Swansea. Cox, Swansea, solor for liquidator

London Gazette.—TUESDAY, Feb. 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC PICTURE GALLERY, LIMITED—Petn for winding up, presented Jan 31, directed to be heard Feb 17. Field & Co, 36, Lincoln's inn fields, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 16

CARDIFF DISTRICT SUPERAERATION, LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to James Henry Stephens, 6, Clement's lane. Parker & Richardson, New Broad st, solors for liquidator

DIORITE KING CONSOLS, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to William Alfred Bawden, Norfolk House, 7, Laurence Pountney hill

INO PARKER, LIMITED—Petn for winding up, presented Jan 28, directed to be heard at the Court House, Westgate rd, Newcastle upon Tyne, on Feb 19, at 10 o'clock. Walker, 20, Cross st, Manchester, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 18

PERFECT LIGHT Co, LIMITED.—Creditors are required, on or before March 3, to send their names and addresses, and the particulars of their debts or claims, to F. Marshall, 6½, Austin Friars

WORCESTER FIRE CLAY Co, LIMITED—Petn for winding up presented Jan 29, directed to be heard Feb 17. Trass & Enever, Coleman st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 10

Bankruptcy Notices.

London Gazette.—TUESDAY, Jan 27.

ADJUDICATIONS.

BARNETT, WALTER, Bournemouth, Professor of Music Poole Pet Jan 23 Ord Jan 23

BARNICOAT, RICHARD, Veryan, Cornwall, Blacksmith Truro Pet Jan 24 Ord Jan 24

BARON, CORNWALL, Liverpool, Fruiterer Liverpool Pet Jan 19 Ord Jan 23

BIGGIN, HENRY, Westgate, Heckmondwike, Yorks, Pawnbroker Dewsbury Pet Jan 20 Ord Jan 20

COLTMAN, RICHARD HENRY, Burton on Trent, Ironmonger Burton on Trent Pet Jan 1 Ord Jan 21

COOPER, HERBERT, Leeds, Traveller Leeds Pet Jan 21 Ord Jan 21

COTTRELL, DANIEL, Six Bells, nr Abertillery, Builder Tredegar Pet Jan 23 Ord Jan 23

DENHAM, FREDERICK, Chadhurst, Potter's Bar, Bookseller High Court Pet Jan 24 Ord Jan 24

DIXON, CLIFTON, Norton-Malton, Yorks, Tailor Scarborough Pet Jan 22 Ord Jan 22

DOVE, JOSEPH BURTON, and JOHN JAMES DOVE, Leicester, Leather Merchants Leicester Pet Jan 22 Ord Jan 22

ELLIS, WALTER, Regent st, Commission Agent High Court Pet Nov 3 Ord Jan 24

EMERY, GEORGE, Aston, Birmingham, Builder Birmingham Pet Jan 5 Ord Jan 23

FARRAND, ALBENA ELIZA, Chorlton upon Medlock, Manchester Manchester Pet Jan 5 Ord Jan 22

FISON, WILLIAM POTTERTON, Horningsea, Cambs Cambridge Pet Jan 24 Ord Jan 24

FLINTOFF, JOHN HARRISON, Kingston upon Hull Kingston upon Hull Pet Jan 22 Ord Jan 22

FROST, ALBERT, Old Chesterton, Cambs, Builder Cambridge Pet Jan 24 Ord Jan 24

GATECLIFF, JAMES, Bingley, Yorks, late Worsted Manufacturer Bradford Pet Jan 22 Ord Jan 22

GOLDBERG, JACOB, Leeds, Tailors' Trimmings Merchant Leeds Pet Jan 23 Ord Jan 23

GORDON, MARGARET, Chorlton on Medlock, Manchester Vocalist Manchester Pet Jan 24 Ord J n 24

GUNSTONE, JOHN WATTS, Aldershot, Builder Guildford Pet Jan 24 Ord Jan 24

HALL, ALFRED, Earlsfield, Wandsworth, Builder's Foreman Wandsworth Pet Jan 23 Ord Jan 23

HARRIDENCE, ISAAC, Leamington Spa, Warwick, Slater Warwick Pet Jan 8 Ord Jan 22

HUGHES, EDMUND, and FRANCIS HUGHES, Lye, Worcester, Builders Stourbridge Pet Jan 21 Ord Jan 21

JACKSON, WILLIAM, Derby, Greengrocer Derby Pet Jan 21 Ord Jan 21

JULIER, CHARLES SAMUEL, Gt Yarmouth, Licensed Victualler Gt Yarmouth Pet Jan 20 Ord Jan 22
KNIGHT, CHARLES HENRY, Forest Hill High Court Pet Nov 21 Ord Jan 21
KNIGHT, ELLEN, CAROLINE KNIGHT, and EMILY KNIGHT, Stubbington, nr Fareham, Hants, Confectioners Portsmouth Pet Jan 21 Ord Jan 21
LAURENCE, CHARLES MICHAEL, Liverpool, Grocer Liverpool Pet Jan 1 Ord Jan 24
LEIGH, JAMES, Warrington, Baker Warrington Pet Jan 23 Ord Jan 23
MAJOR, ROBERT WILLIAM ORLEY, Beer, Devon, Jeweller Exeter Pet Jan 21 Ord Jan 21
MASON, JOHN SAMUEL, Bolton, Stationer Bolton Pet Jan 2 Ord Jan 22
MOIR, JOHN WILLIAM, Thornaby on Tees, Yorks, Licensed Victual... Stockton on Tees Pet Jan 9 Ord Jan 22
OYSTON, EDWARD JOSEPH, Esh Village, co Durham, Wine Merchant Durham Pet Jan 24 Ord Jan 24
PARKER, THOMAS, Horsforth, nr Leeds, Farmer Leeds Pet Jan 23 Ord Jan 23
POLLARD, JAMES, Gee Cross, Hyde, Cheshire Ashton under Lyne Pet Dec 31 Ord Jan 22
PONSONBY, ARTHUR HENRY, Newport, Mon, Hairdresser Newport, Mon Pet Jan 22 Ord Jan 22
RAYNER, ARTHUR, Chichester, Carpenter Brighton Pet Jan 21 Ord Jan 22
ROWE, ANTHONY STANLEY, Hyde Park sq, Mining Engineer High Court Pet Jan 1 Ord Jan 22
SHAYLOR, ALBERT HENRY, and EDWARD SHAYLOR, Bordesley, Birmingham, General Carriage Builders Birmingham Pet Jan 19 Ord Jan 22
SPENCER, ARTHUR, Guilford st, Boarding house Keeper High Court Pet Nov 18 Ord Jan 22
STEVENS, BEVIS COLLINS, Worle, nr Weston super Mare, Fly Proprietor and Coal Merchant Bridgwater Pet Jan 16 Ord Jan 23
TAYLOR, TOM, Thornhill Lees, Yorks Painter Dewsbury Pet Jan 23 Ord Jan 23
WALMSLEY, King's Heath, Warwick Birmingham Pet Jan 20 Ord Jan 22
WHITE, FRANK, Nottingham, Lace Manufacturer Nottingham Pet Dec 2 Ord Jan 23
WILLIAMS, HUGH, Portmadoc, Tailor Portmadoc Pet Jan 20 Ord Jan 20
WILLIAMS, JOSEPH, Aston, Birmingham, Coal Merchant Birmingham Pet Jan 13 Ord Jan 23
WORTHINGTON, JOHN FREDERICK, and GERALD NUTTALL, Hanley, Electrical Engineers Hanley Pet Aug 1 Ord Jan 21

London Gazette.—FRIDAY, Jan 30.

RECEIVING ORDERS.

AGER, CHARLES, London wall, Surveyor High Court Pet Jan 3 Ord Jan 27
ARCHER, FREDERICK, Landport, Hants, Optician Portsmouth Pet Jan 27 Ord Jan 27
ARMITAGE, JOHN, Whiston, nr Rotherham, Yorks, Builder Sheffield Pet Jan 26 Ord Jan 26
BALL, WILLIAM, Cheadle, Staffs, Builder Stoke upon Trent Pet Jan 27 Ord Jan 27
BOSTON, HENRY, Stoke upon Trent, Builder Stoke upon Trent Pet Jan 26 Ord Jan 26
CHURCH, FREDERICK, West Bromwich, Hay Merchant West Bromwich Pet Jan 27 Ord Jan 27
COOKE, JOSEPH DALE, Alexandra rd, Muswell Hill, Builder Edmonton Pet Jan 22 Ord Jan 26
CUSS, FREDERICK, Cricklade, Wilts, Cattle Dealer Swindon Pet Jan 26 Ord Jan 26
DRAKE, GEORGE, Leicester, Boot Manufacturer Leicester Pet Jan 15 Ord Jan 27
DRURY, WILLIAM GEORGE, Southrepps, Norfolk, Grocer Norwich Pet Jan 27 Ord Jan 27
ELWELL, JAMES HENRY, Bilston, Staffs, Tobacconist Wolverhampton Pet Jan 27 Ord Jan 27
ENOCH, ALFRED WALLIS, Brentwood, Essex, Butcher's Manager Cambridge Pet Jan 26 Ord Jan 26
FARMERY, JOHN, Gt Grimsby, Painter Gt Grimsby Pet Jan 28 Ord Jan 28
FOX, SUTCLIFFE, Wibsey, Bradford, Painter Bradford Pet Jan 26 Ord Jan 26
HARRIS, JOHN, Treharris, Glam, Collier Merthyr Tydfil Pet Jan 28 Ord Jan 28
HILDITCH, SIDNEY BAYES, Wandsworth, Railway Clerk High Court Pet Jan 26 Ord Jan 26
HILL, SOLOMON, New Tredegar, Mon, Grocer Merthyr Tydfil Pet Jan 28 Ord Jan 28
HOLMES, HENRY RICHARD, Gt Yarmouth, Fish Curer Gt Yarmouth Pet Jan 27 Ord Jan 27
JONES, BENJAMIN, Maesteg, Glam, Coal Dealer Wells Pet Jan 26 Ord Jan 26
KINSEY, OLIVER, Wrexham, Denbigh, Publican Wrexham Pet Jan 26 Ord Jan 26
KIRKHAM, EDWARD ALEXANDER CUFLEY, Linthorpe, Yorks Middlesbrough Pet Jan 26 Ord Jan 26
LARDER, FREDERICK, Gt Grimsby, Confectioner Gt Grimsby Pet Jan 26 Ord Jan 26
LIVESEY, ARTHUR JAMES, Bowdon, Cheshire, Solicitor Manchester Pet Jan 28 Ord Jan 28
LLOYD, THOMAS, Llangeler, Carmarthen, Saddler Carmarthen Pet Jan 26 Ord Jan 26
LONSDALE, THOMAS, Batley, Yorks, Rag Merchant Dewsbury Pet Jan 26 Ord Jan 26
MANN, JOHN FREDERICK, Stockton on Tees, Stockton, Grocer Stockton on Tees Pet Jan 26 Ord Jan 26
MILLER, JAMES WILLIAM, Wisbech St Peter, Isle of Ely, Cambridge, Fishmonger King's Lynn Pet Jan 27 Ord Jan 27
MITCHELL, ANDREW, Dursley, Glos, Chemist Gloucester Pet Dec 30 Ord Jan 27
MOORE, CHARLES HENRY, Gt Yarmouth, Licensed Victualler Gt Yarmouth Pet Jan 26 Ord Jan 26
NEWELL, FRANK, Todmorden, Yorks, Innkeeper Burnley Pet Dec 30 Ord Jan 26
OAKLEY, RICHARD B, Queen Victoria st, Financial Agent High Court Pet Nov 18 Ord Jan 26
PURKIS, WILLIAM, Braintree, Essex, Builder Chelmsford Pet Jan 9 Ord Jan 26
RADDINGS, JOHN, Pontefract, Vessel Owner Wakefield Pet Jan 14 Ord Jan 28
REID, EMILY ANN, Southport, Dressmaker Liverpool Pet Jan 26 Ord Jan 26
SHROEDER, HENRY SHULDHAM, Brighton Brighton Ord Jan 22
SOUTH, WILLIAM, Newark, Notts Nottingham Pet Jan 27 Ord Jan 27
SPILLER, HENRY, Stratford, Cake Manufacturer High Court Pet Jan 27 Ord Jan 27
STEVENSON, JOHN WILLIAM, Chapeltown, nr Sheffield, Greengrocer Barnsley Pet Jan 28 Ord Jan 28
TRITTON, CHARLES B, Leatherhead, Stockbroker Croydon Pet Oct 31 Ord Jan 27
UNDERHILL, CHARLES THOMAS, Worcester, Builder Worcester Pet Jan 15 Ord Jan 27
WELLS, GEORGE HENRY, Birmingham, Mail Cart Manufacturer Birmingham Pet Jan 7 Ord Jan 27
WHITE, Boscombe, Bournemouth, Jeweller Poole Pet Jan 9 Jan 28
WILKINSON, ANTHONY ANSTRUTHER, Hintlesham, Suffolk Ipswich Pet Jan 26 Ord Jan 26
WOOD, FRED, and THOMAS BRIAN, Wolverhampton, Grocers Wolverhampton Pet Jan 26 Ord Jan 26
YATES, ROBERT, Harrow on the Hill, Furrier High Court Pet Jan 27 Ord Jan 27
YOUNG, REUBEN, Derby, Builder Derby Pet Jan 16 Ord Jan 27

FIRST MEETINGS.

AGER, CHARLES, London wall, Surveyor Feb 10 at 12 Bankruptcy bldg, Carey st
ARCHER, FREDERICK, Landport, Hants, Optician Feb 9 at at 3 Off Rec, Cambridge junc, High st, Portsmouth
BABBIDGE, ALFRED HENRY, Pontypool, Mon, Tailor Feb 9 at 11 Off Rec, Westgate chmbrs, Newport, Mon
BLANCHE, FREDERICK, Abergavenny, Baker Feb 10 at 3 135, High st, Merthyr Tydfil
BOLTON, RUSHTON, Colne, Lancs, Joiner Feb 9 at 3 Off Rec, 14, Chapel st, Preston
COCKRELL, WALTER GEORGE, and JOHN WILLIAM COCKRELL, Gorleston, Builders Feb 10 at 2.45 Star Hotel, Gt Yarmouth
DAVISS, THOMAS EDWARD, Gt Yarmouth, Jobmaster Feb 7 at 12.45 Off Rec, 8, King st, Norwich
DAWSON, FRED, Oldham, Box Maker Feb 10 at 11 Off Rec, Greaves st, Oldham
DOVE, JOSEPH BURTON, and JOHN JAMES DOVE, Leicester, Leather Merchants Feb 9 at 12.30 Off Rec, 1, Berridge st, Leicester
FARRAND, ALBENA ELIZA, Chorlton upon Medlock, Manchester Feb 9 at 2.30 Off Rec, Byrom st, Manchester
FLINTOFF, JOHN HARRISON, Kingston upon Hull Feb 10 at 11 Off Rec, Trinity House ln, Hull
FOX, SUTCLIFFE, Wibsey, Bradford, Painter Feb 10 at 3 Off Rec, 29, Tyrrel st, Bradford
FROST, ALBERT, Old Chesterton, Builder Feb 9 at 12 Off Rec, 5, Petty Cury, Cambridge
GEDDES, SAMUEL, Carey st, Estate Agent Feb 10 at 2.30 Bankruptcy bldgs, Carey st
GILDER, JOHN, Failsworth, Lancs, Grocer Feb 10 at 12 Off Rec, Greaves st, Oldham
GOLDBERG, JACOB, Leeds, Woollen Merchant Feb 9 at 3 Off Rec, 22, Park row, Leeds
HALES, RICHARD, Walsall, Grocer Feb 9 at 11 Off Rec, Wolverhampton
HANCOCK, FREDERICK, Bradley Green, Staffs, Grocer Feb 10 at 11 Off Rec, 23, King Edward st, Macclesfield
HAND, WILLIAM, Whitington, nr Chesterfield, Farmer Feb 7 at 12.30 Angel Hotel, Chesterfield
JACKSON, WILLIAM, Derby, Greengrocer Feb 7 at 10.30 Off Rec, 47, Full st, Derby
JONES, TIMOTHY, Penygroes, Llandebie, Carmarthen, Colliery Banksman Feb 11 at 11 Off Rec, Queen st, Carmarthen
JULIER, CHARLES SAMUEL, Gt Yarmouth, Licensed Victualler Feb 7 at 12.30 Off Rec, 8, King st, Norwich
MCFADDIN, WILLIAM, Kidderminster, Confectioner Feb 9 at 1.45 Mr Spencer Thursfield, Solicitor, Oxford st, Kidderminster
MILLER, LOUIS, Peckham, Butcher Feb 9 at 11 Bankruptcy bldgs, Carey st
PARKER, THOMAS, Horsforth, nr Leeds, Farmer Feb 10 at 3 Off Rec 22, Park row, Leeds
POINTER, HERBERT THOMAS, Dersingham, Norfolk, Laundryman Feb 7 at 1 Off Rec, 8, King st, Norwich
PONSONBY, ARTHUR HENRY, Newport, Mon, Tobacconist Feb 9 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon
SALMON, THOMAS ELLIS, Aberystwith, Cardigan, Licensed Victualler Feb 10 at 11.30 Townhall, Aberystwith
SCHOFIELD, ALBERT, Tonypandy, Glam, Fish Vendor Feb 9 at 3 135, High st, Merthyr Tydfil
SPILLER, HENRY, Stratford, Cake Manufacturer Feb 9 at 11 Bankruptcy bldgs, Carey st
THOMAS, ELIZABETH, Carmarthen Feb 12 at 12 Off Rec, 31, Alexandra rd, Swansea
UNDERHILL, CHARLES THOMAS, Worcester, Builder Feb 9 at 11 45, Copenhagen st, Worcester
YATES, ROBERT, Harrow on the Hill, Furrier Feb 11 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALLPORT, SIDNEY ROLAND, Aston New Town, Birmingham, Furniture Dealer Birmingham Pet Jan 16 Ord Jan 26
ARMITAGE, JOHN, Whiston, nr Rotherham, Yorks, Builder Sheffield Pet Jan 26 Ord Jan 26
ASHTON, FREDERICK ALFRED, Stratford, Architect High Court Pet Nov 14 Ord Jan 26
BABBIDGE, ALFRED HENRY, Pontypool, Mon, Tailor Newport, Mon, Pet Jan 19 Ord Jan 26
BATEMAN, GODFREY, Savile Town, Dewsbury, Chemical Manufacturer Dewsbury Pet Nov 28 Ord Jan 1
BOSTON, HENRY, Stoke upon Trent, Builder Stoke upon Trent Pet Jan 26 Ord Jan 26
CALVERT, GEORGE, Mildmay pk, Electrical Engineer High Court Pet Dec 29 Ord Jan 26
CHURCH, FREDERICK, West Bromwich, Hay Merchant West Bromwich Pet Jan 27 Ord Jan 27
CUSS, FREDERICK, Cricklade, Wilts, Cattle Dealer Swindon Pet Jan 26 Ord Jan 26
DE BARCAYE, HUGO CORFITZ SEEMAN, Goldhawk rd High Court Pet Nov 6 Ord Jan 26
DRURY, WILLIAM GEORGE, Southrepps, Norfolk, Grocer Norwich Pet Jan 27 Ord Jan 27
ELWELL, JAMES HENRY, Bilston, Staffs, Tobacconist Wolverhampton Pet Jan 27 Ord Jan 27
ENOCH, ALFRED WALLIS, Brentford, Butcher's Manager Cambridge Pet Jan 26 Ord Jan 26
FARMERY, JOHN, Gt Grimsby, Painter Gt Grimsby Pet Jan 28 Ord Jan 28
FOLLOWS, GEORGE, jun, Harborne, Staffs, Corn Merchant Birmingham Pet Dec 22 Ord Jan 26
FOX, SUTCLIFFE, Wibsey, Bradford, Painter Bradford Pet Jan 26 Ord Jan 26
HARLEY, WILLIAM, Liverpool, Estate Agent Liverpool Pet Nov 18 Ord Jan 26
HARRIS, JOHN, Treharris, Glam, Collier Merthyr Tydfil Pet Jan 28 Ord Jan 28
HILDITCH, SIDNEY BAYES, Wandsworth, Railway Clerk High Court Pet Jan 26 Ord Jan 26
HILL, SOLOMON, New Tredegar, Grocer Merthyr Tydfil Pet Jan 28 Ord Jan 28

HOLMES, HENRY RICHARD, Gt Yarmouth, Fish Curer Gt Yarmouth Pet Jan 27 Ord Jan 27
HUGHES, WILLIAM, Birmingham, Baker Birmingham Pet Jan 22 Ord Jan 27
JONES, BENJAMIN, Maesteg, Glam, Coal Dealer Wells Pet Pet Jan 26 Ord Jan 26
KINSEY, OLIVER, Wrexham, Denbigh, Publican Wrexham Pet Jan 26 Ord Jan 26
KIRKHAM, EDWARD ALEXANDER CUPLEY, Linthorpe, Middlesbrough Middlesbrough Pet Jan 26 Ord Jan 26
LARDER, FREDERICK, Gt Grimsby, Confectioner Gt Grimsby Pet Jan 26 Ord Jan 26
LIVESEY, ARTHUR JAMES, Bowden, Cheshire, Solicitor Manchester Pet Jan 28 Ord Jan 28
LLOYD, THOMAS, Pontwelly, Llangeler, Carmarthen, Saddler Carmarthen Pet Jan 26 Ord Jan 26
LONSDALE, THOMAS, Batley, Yorks, Rag Merchant Dewsbury Pet Jan 26 Ord Jan 26
MANN, JOHN FREDERICK, Stockton on Tees, Grocer Stockton on Tees Pet Jan 26 Ord Jan 26
MILLER, JAMES WILLIAM, Isle of Ely, Cambridge, Fishmonger King's Lynn Pet Jan 27 Ord Jan 27
MOORE, CHARLES HENRY, Gt Yarmouth, Licensed Victualler Gt Yarmouth Pet Jan 26 Ord Jan 28
PARKER, JOHN, Moseley, Worcester Birmingham Pet Jan 22 Ord Jan 27
REID, EMILY ANNE, Southport, Dressmaker Liverpool Pet Jan 26 Ord Jan 26
RICHARDSON, THOMAS W, Handsworth, Butcher Birmingham Pet Jan 2 Ord Jan 26
SHAW, BEAUMONT, Batley, Yorks Dewsbury Pet Nov 28 Ord Jan 1
SOUTH, WILLIAM, Newark, Notts Nottingham Pet Jan 27 Ord Jan 27
SPILLER, HENRY, Stratford, Cake Manufacturer High Court Pet Jan 27 Ord Jan 27
STEELE, ARCHIBALD JOHNSTONE, Whitfield st, Licensed Victualler High Court Pet Jan 2 Ord Jan 27
STEVENSON, JOHN WILLIAM, Chapeltown, nr Sheffield, Greengrocer Barnsley Pet Jan 28 Ord Jan 28
UNDERHILL, CHARLES THOMAS, Worcester, Builder Worcester Pet Jan 15 Ord Jan 28
YATES, ROBERT, Harrow on the hill, Furrier High Court Pet Jan 27 Ord Jan 27
YOUNG, REUBEN, Derby, Builder Derby Pet Jan 16 Ord Jan 27

London Gazette.—TUESDAY, Jan. 3.

RECEIVING ORDERS.

BRADBURY, SAMUEL, Hockley, Birmingham, Boot Repairer Birmingham Pet Jan 29 Ord Jan 29
BRYANT, JOHN, Cogan, Glam, Commission Agent Cardiff Pet Jan 29 Ord 29
BUTLER, WILLIAM, Hampton, Nurseryman Kingston, Surrey Pet Dec 9 Ord Jan 29
BUTT, FREDERICK CHARLES, Cardiff, Confectioner Cardiff Pet Jan 21 Ord Jan 21
CAWDRON, DAVID, Bourne, Lincs, Joiner Peterborough Pet Jan 30 Ord Jan 30
DICKSON & Co, H, Aldgate av, Manufacturer's Agents High Court Pet Jan 15 Ord Jan 30
ENGLAND, MARY, Ashton under Lyne, House Furnisher Ashton under Lyne Pet Jan 29 Ord Jan 29
FOX, FRANCIS LANE, Chelsea, Captain High Court Pet Jan 7 Ord Jan 30
FRASER, WILLIAM ANGUS, Wrexham, Tailor Wrexham Pet Jan 21 Ord Jan 30
GIFFORD, WILLIAM EDWARD, Manor Park, Fancy Draper High Court Pet Jan 13 Ord Jan 30
GLOW, HARRY, Kingston upon Hull, Firewood Merchant Kingston upon Hull Pet Jan 29 Ord Jan 29
HARRIS, WILLIAM, Tylorstown, nr Pontypridd, Collier Pontypridd Pet Jan 29 Ord Jan 29
HEATON, GEORGE EDWARD, Hastings, Chemist Hastings Pet Jan 31 Ord Jan 31
HEMINGBOROUGH, ALBERT, Leeds, Milk Dealer's Assistant Leeds Pet Jan 29 Ord Jan 29
HORSLEY, JAMES ELLIS, Normanton, Yorks, Farmer Wakefield Pet Jan 30 Ord Jan 30
HULSE, THOMAS, Birmingham, Glass Dealer Birmingham Pet Dec 18 Ord Jan 30
JACOBSEN, H, Oval rd, Regent's Park High Court Pet Dec 3 Ord Jan 30
LYALL, J & S, Manchester, Builders Manchester Pet Jan 9 Ord Jan 29
MAWDITT, HENRY JAMES, Cardiff, Baker Cardiff Pet Jan 27 Ord Jan 27
NATHAN, JOSEPH, Sparkbrook, Birmingham, Tailor Birmingham Pet Jan 31 Ord Jan 31
PUGH, JOHN, Tettenhall, Staffs, Grocer Wolverhampton Pet Jan 29 Ord Jan 29
TARBUN, WILLIAM JOHN, Morecambe, Solicitor Preston Pet Jan 30 Ord Jan 30
THOMSON, JAMES LEES, Plaistow, Builder High Court Pet Jan 24 Ord Jan 26
TOWNSEND, FRANCIS HERBERT, Eastbourne, Actor Eastbourne Pet Jan 30 Ord Jan 30
VALIERI, GERASSIME, Gracechurch st, Merchant High Court Pet Jan 3 Ord Jan 29
WADE, ARTHUR WILLIAM, Colchester, Nurseryman Colchester Pet Jan 29 Ord Jan 29
WARSCHAUER, TINA, Old Ford rd, Old Ford, Fancy Draper High Court Pet Jan 27 Ord Jan 31
WEBB, ARTHUR DAVID, Ipswich, Baker Ipswich Pet Jan 29 Ord Jan 29
WILSON, WILLIAM JABEZ, Eastcheap, Colliery Agent High Court Pet Jan 2 Ord Jan 29
WRIGHT, HENRY, Kingston upon Hull, Merchant's Clerk Kingston upon Hull Pet Jan 29 Ord Jan 29

FIRST MEETINGS.

ALLPORT, SIDNEY ROLAND, Ashton New Town, Birmingham, Furniture Dealer Feb 13 at 11 174, Corporation st, Birmingham
BALL, WILLIAM, Cheadle, Staffs, Builder Feb 11 at 12.30 The North Stafford Hotel, Stoke upon Trent
BARRETT, WALTER, Bournemouth, Professor of Music Feb 12 at 12.30 Off Rec, Endless st, Salisbury
BARON, ZORKOWALL, Liverpool, Fruiterer Feb 11 at 12 Off Rec, 35, Victoria st Liverpool
BOWDEN, ZANTIE ROBERT, Accrington, Gas Meter Inspector Feb 11 at 11.30 County Court house, Blackburn
CARLESS, FREDERICK JOHN, Walsall, Currier Feb 11 at 11.30 Off Rec, Wolverhampton
CASSWELL, EDMUND HORATIO, Walsall, Harness Maker Feb 11 at 11 Off Rec, Wolverhampton
COOKE, JOSEPH DALE, Alexandra rd, Muswell Hill, Builder Feb 11 at 3 Room 99, Temple chmbrs, Temple av
CUSS, EREDERICK, Cricklade, Wilts, Cattle Dealer Feb 11 at 11 Off Rec, 38, Regent circus, Swindon
DICKSON & Co, H Aldgate av, Manufacturers' Agents Feb 12 at 12 Bankruptcy bldgs, Carey st
DRAKE, GEORGE, Leicester, Boot Manufacturer Feb 11 at 12.30 Off Rec, 1, Berridge st, Leicester
EMERY, GEORGE, Aston, Birmingham, Builder Feb 12 at 12 174, Corporation st, Birmingham
FOLLOWS, GEORGE, jun, Harborne, Staffs, Corn Merchant Feb 11 at 11 174, Corporation st, Birmingham
FOSTER, T H, Hounslow, Builder Feb 11 at 12 Room 99, Temple chmbrs, Temple av
FOX, FRANCIS LANE, Chelsea, Captain Feb 13 at 12 Bankruptcy bldgs, Carey st
GILBEY, FREDERICK, Watford, Oil Merchant Feb 12 at 12 Off Rec, 95, Temple chmbrs, Temple av
GLEW, HARRY, Kingston upon Hull, Firewood Merchant Feb 11 at 11 Off Rec, Trinity House ln, Hull
GORDON, MARGARET, Chorlton upon Medlock, Manchester, Vocalist Feb 13 at 2.30 Off Rec, Byrom st, Manchester
HALL, ALFRED, Earlsfield, Wandsworth, Builder's Foreman Feb 11 at 11.30 24, Railway app, London Bridge
HARRIS, JOHN, Treharris, Glam, Collier Feb 11 at 12 35, High st, Merthyr Tydfil
HEMINGBROUGH, ALBERT, Leeds, Milk Dealer's Assistant Feb 11 at 11 Off Rec, 22, Park row, Leeds
JONES, BENJAMIN, Maesteg, Coal Dealer Feb 11 at 11.30 Off Rec, 25, Baldwin st, Bristol
KINSEY, OLIVER, Wrexham, Publican Feb 11 at 11 The Priory, Wrexham
LEIGH, JAMES, Warrington, Baker March 6 at 10.45 Court house, Palmyra sq, Warrington
LLOYD, THOMAS, Pontwelly, Llangeler, Carmarthen, Saddler Feb 10 at 10.30 Off Rec, 4, Queen st, Carmarthen
LYALL, J & S, Manchester, Builders Feb 11 at 3 Off Rec, Byrom st, Manchester
MOIR, JOHN WILLIAM, Thornaby on Tees, Yorks, Licensed Victualler Feb 11 at 3 Off Rec, 8, Albert rd, Middlesbrough
RICHARDSON, THOMAS W, Handsworth, Staffs, Butcher Feb 12 at 11 174, Corporation st, Birmingham
SHAYLOR, ALBERT HENRY, Sparkhill, Worcester, and EDWARD SHAYLOR, Small Heath, Birmingham, General Carriage Builders Feb 13 at 12 174, Corporation st, Birmingham
STEPHENS, BEVIS COLLINS, Worle, nr Weston super Mare, Coal Merchant Feb 12 at 11 The Railway Hotel, Weston super Mare
STEVENSON, JOHN WILLIAM, Chapeltown, nr Sheffield, Greengrocer Feb 11 at 10.15 Off Rec, 7, Regent st, Barnsley
THOMPSON, JAMES LEES, Plaistow, Essex, Builder Feb 12 at 12 Bankruptcy bldgs, Carey st
TURNER, JOHN, Bardney, Lincs, Poultry Dealer's Manager Feb 12 at 12 Off Rec, 31, Silver st, Lincoln
VALIERI, GERASSIME, Gracechurch st, Merchant Feb 11 at 11 Bankruptcy bldgs, Carey st
WARSCHAUER, TINA, Old Ford rd, Old Ford, Fancy Draper Feb 11 at 11 Bankruptcy bldgs, Carey st
WEBB, ERNEST HENRY, Nazing, Essex, Hay Dealer Feb 12 at 11.30 Off Rec, 75, Temple chmbrs, Temple av
WILLIAMS, HUGH, Portmadoc, Tailor Feb 11 at 2.30 Crypt chmbrs, Eastgate row, Chester
WOOD, FRED, and THOMAS BRIAN, Wolverhampton, Grocers Feb 13 at 12 Off Rec, Wolverhampton

Where difficulty is experienced in procuring the SOLICITORS' JOURNAL *with regularity it is requested that application be made direct to the Publisher at 27, Chancery-lane.*